



THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:





# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

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Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
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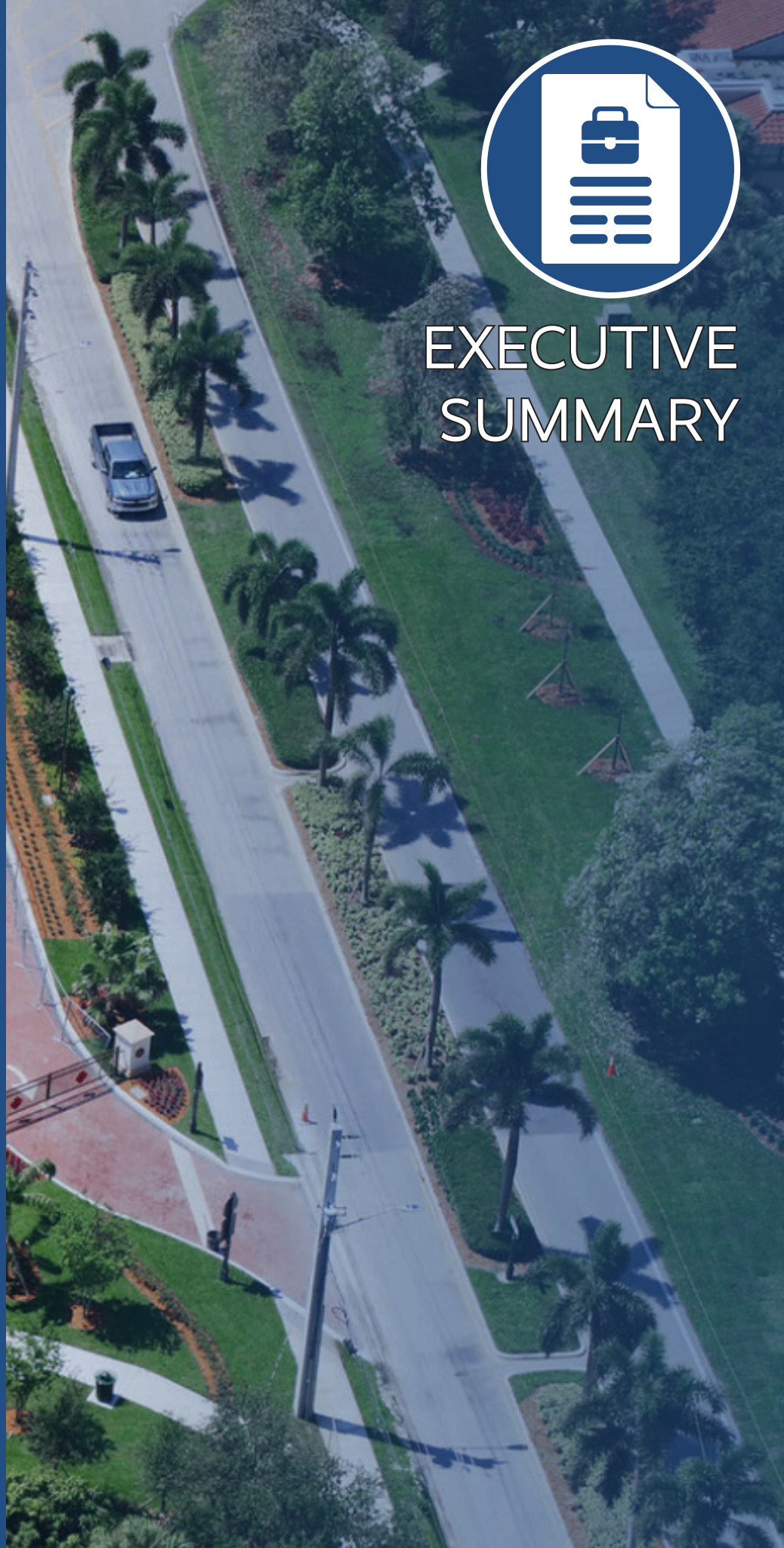
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY







## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







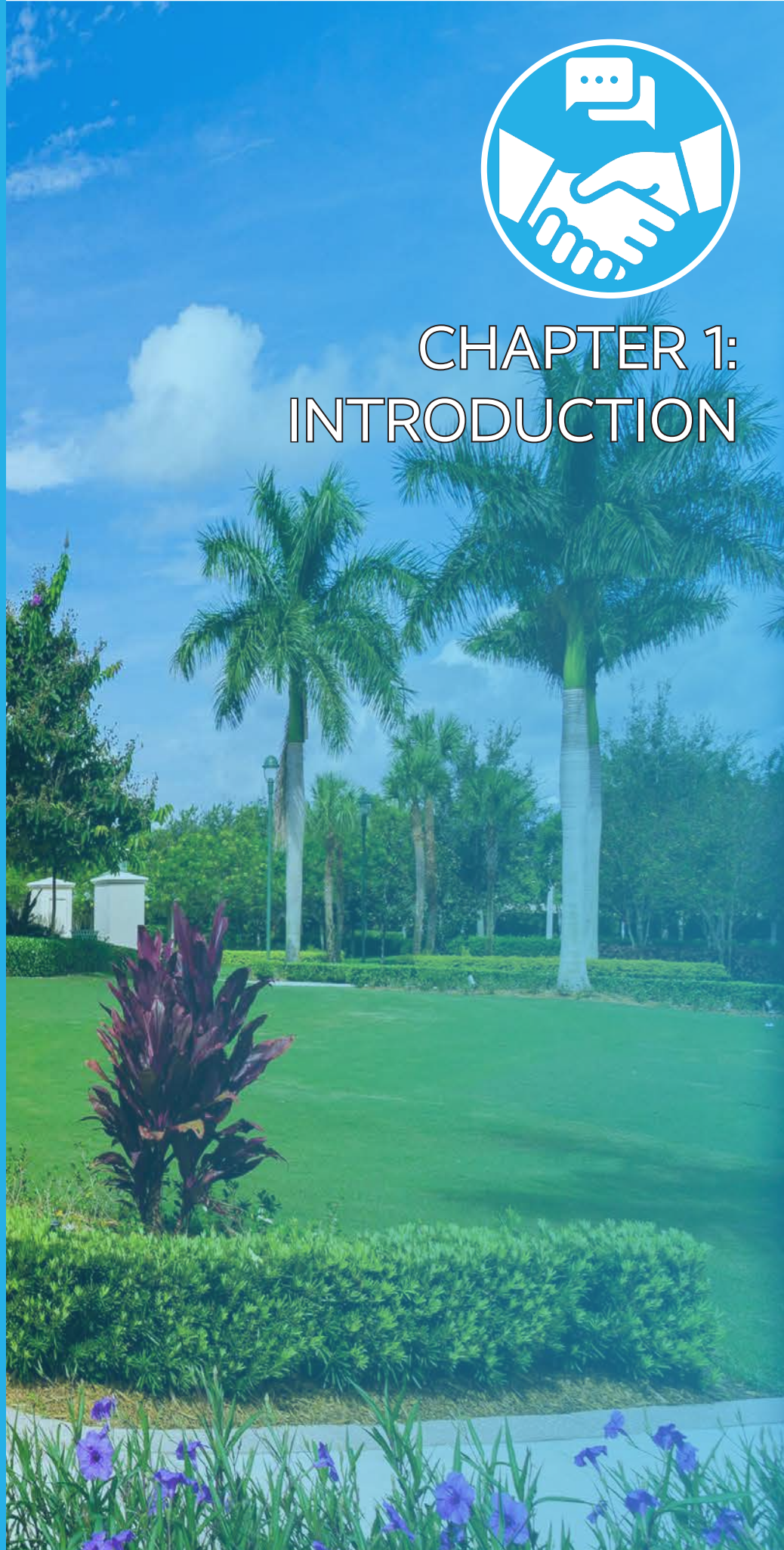
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION







## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand



the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

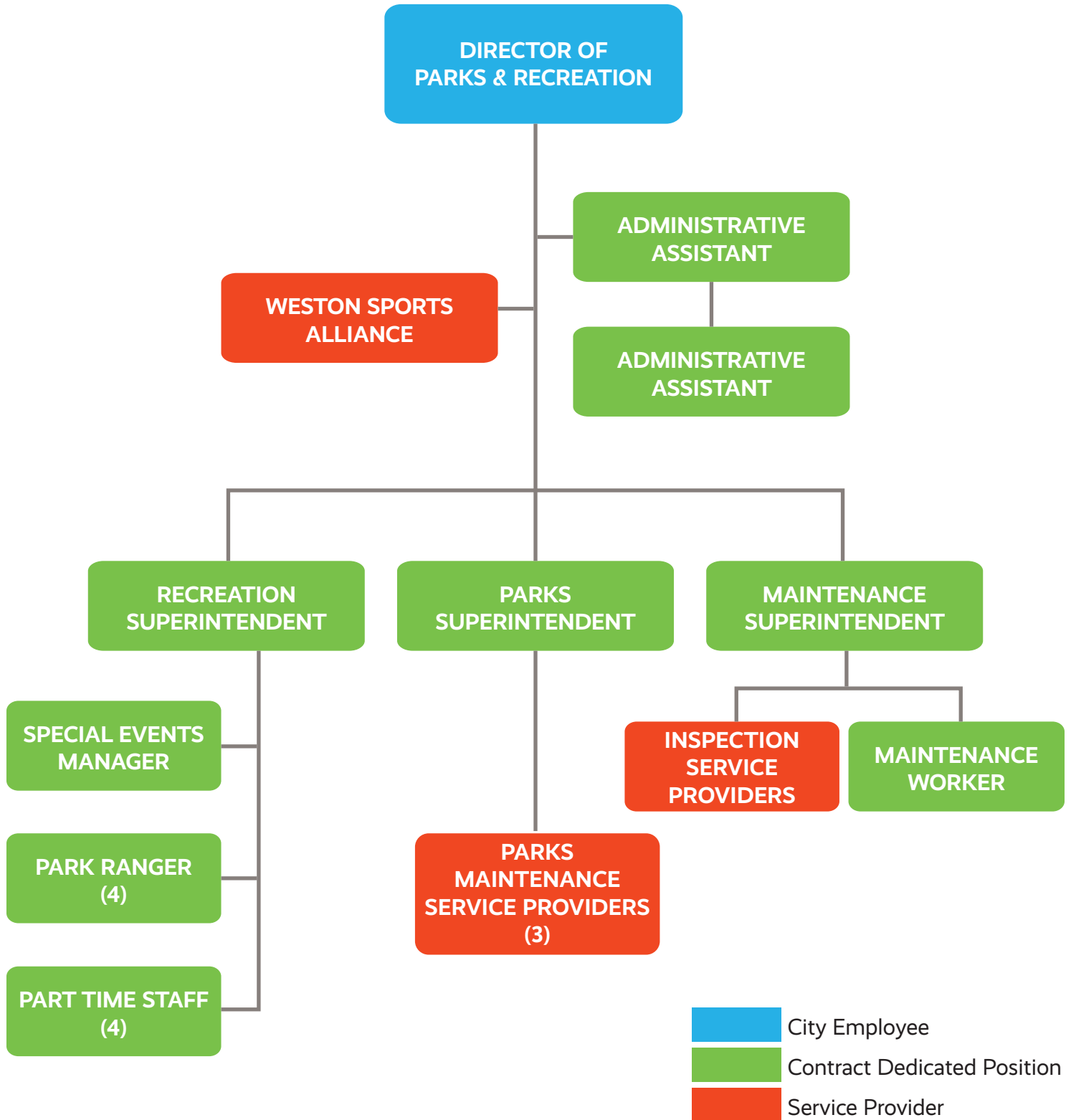


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

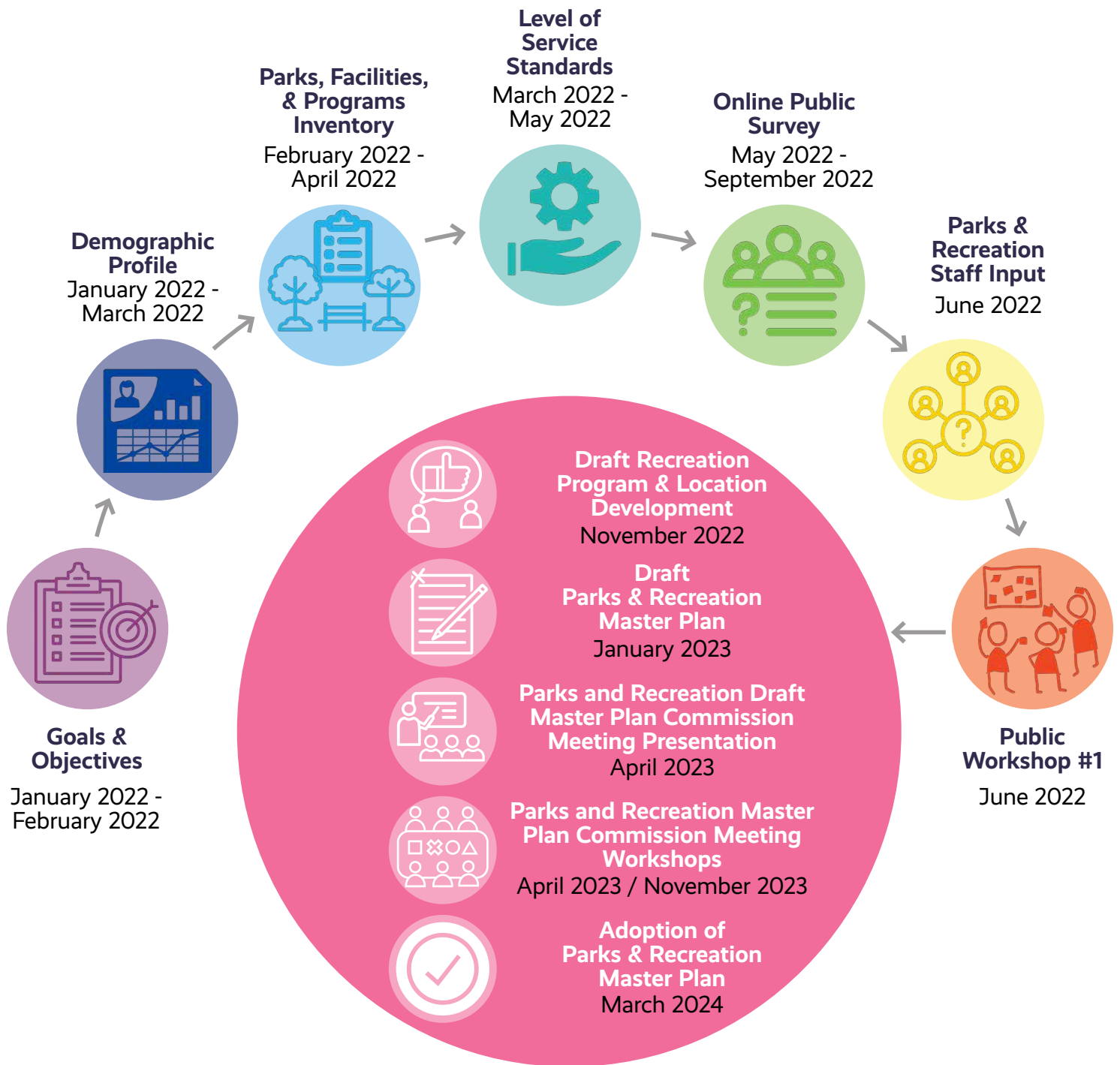


Figure 1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

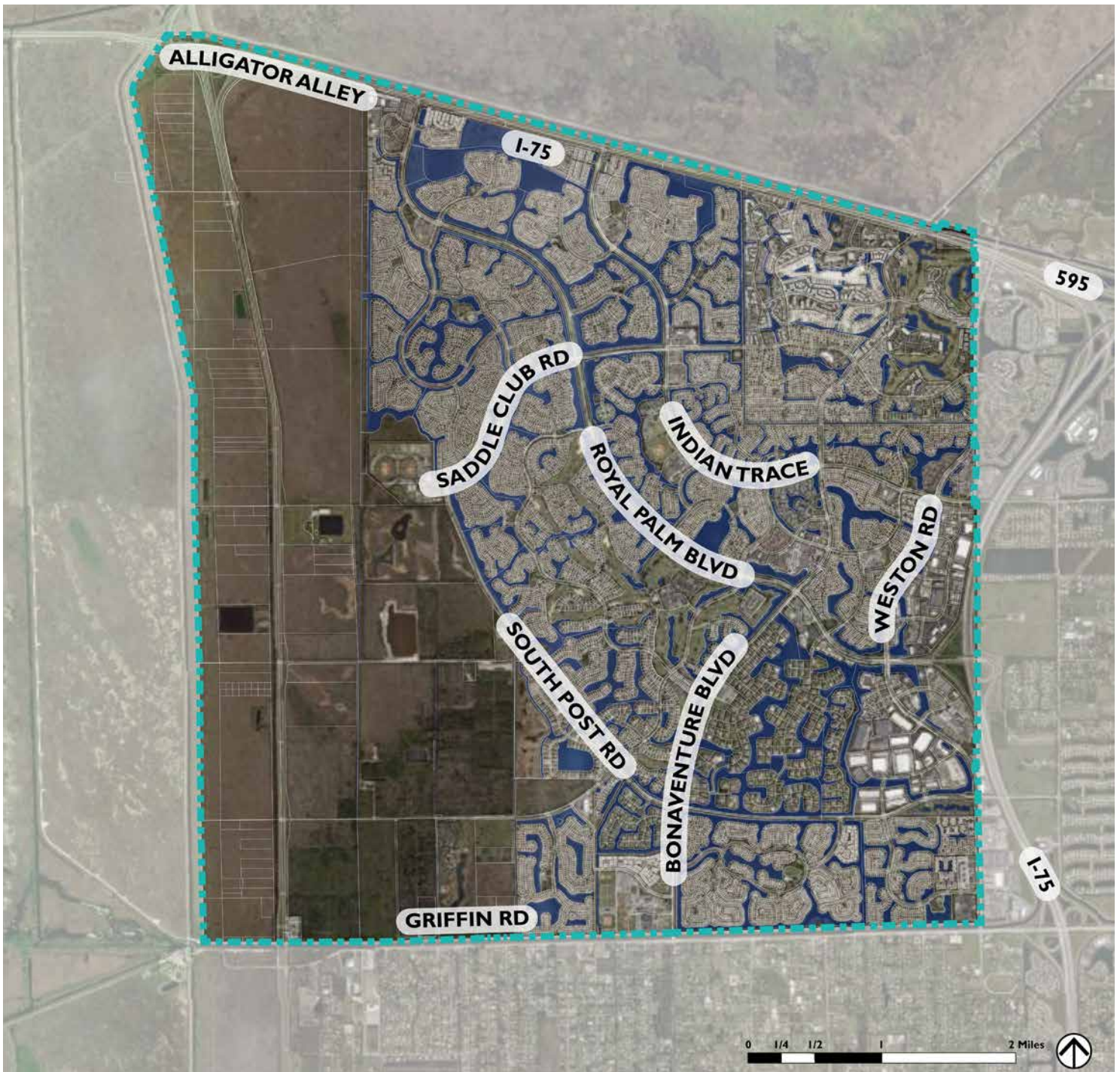


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

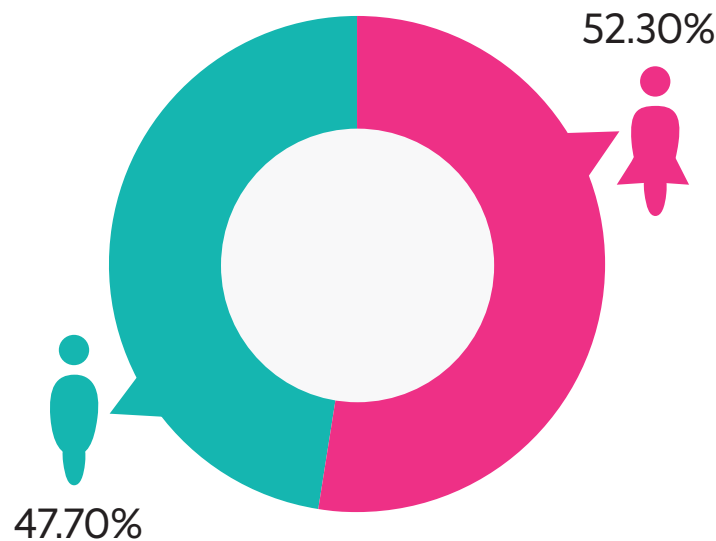


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

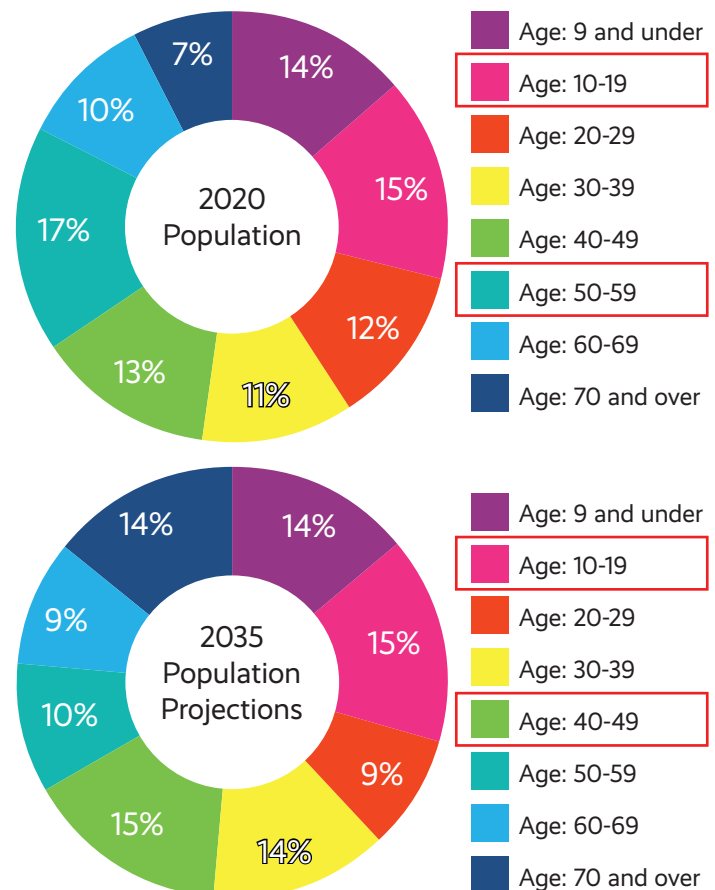


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

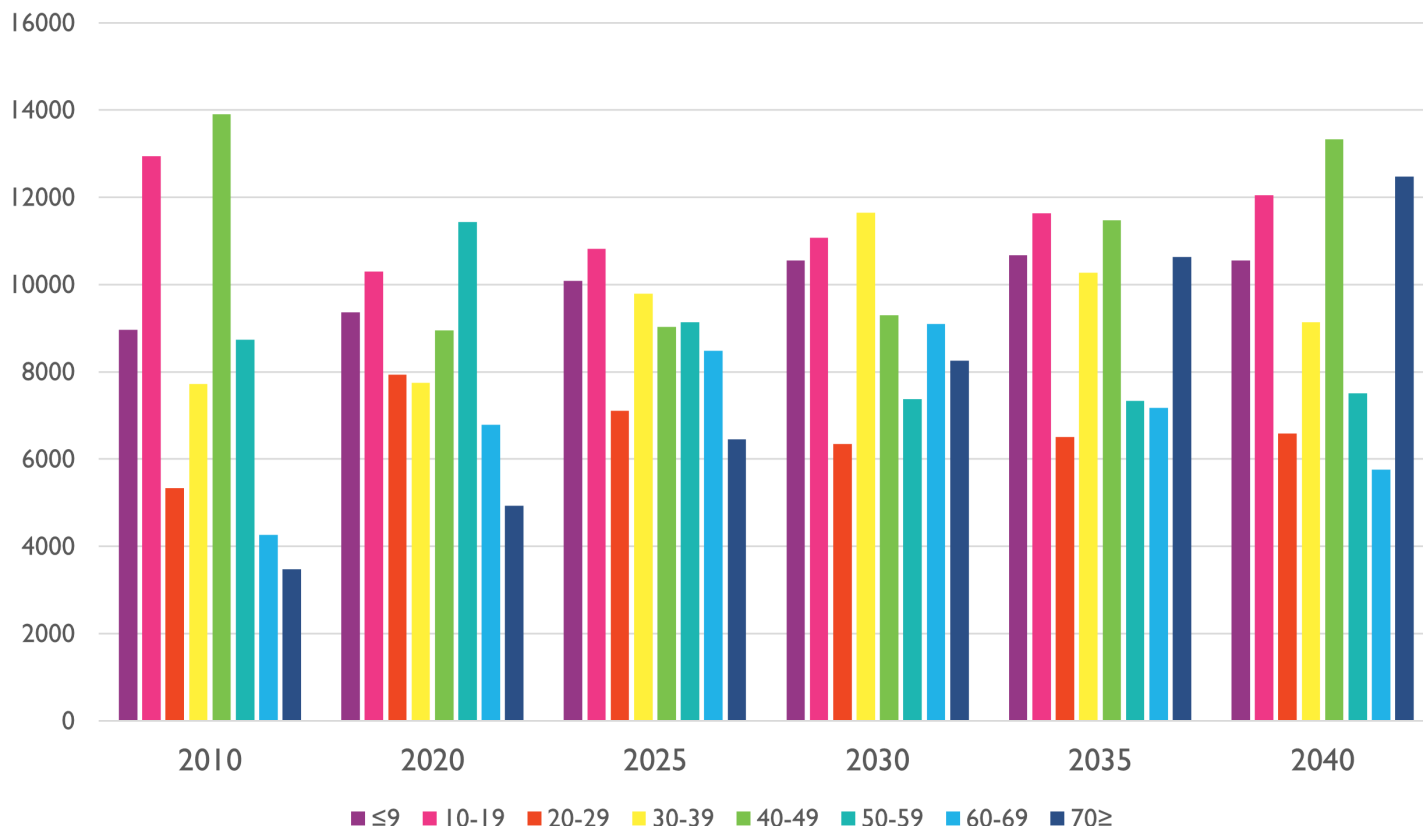


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

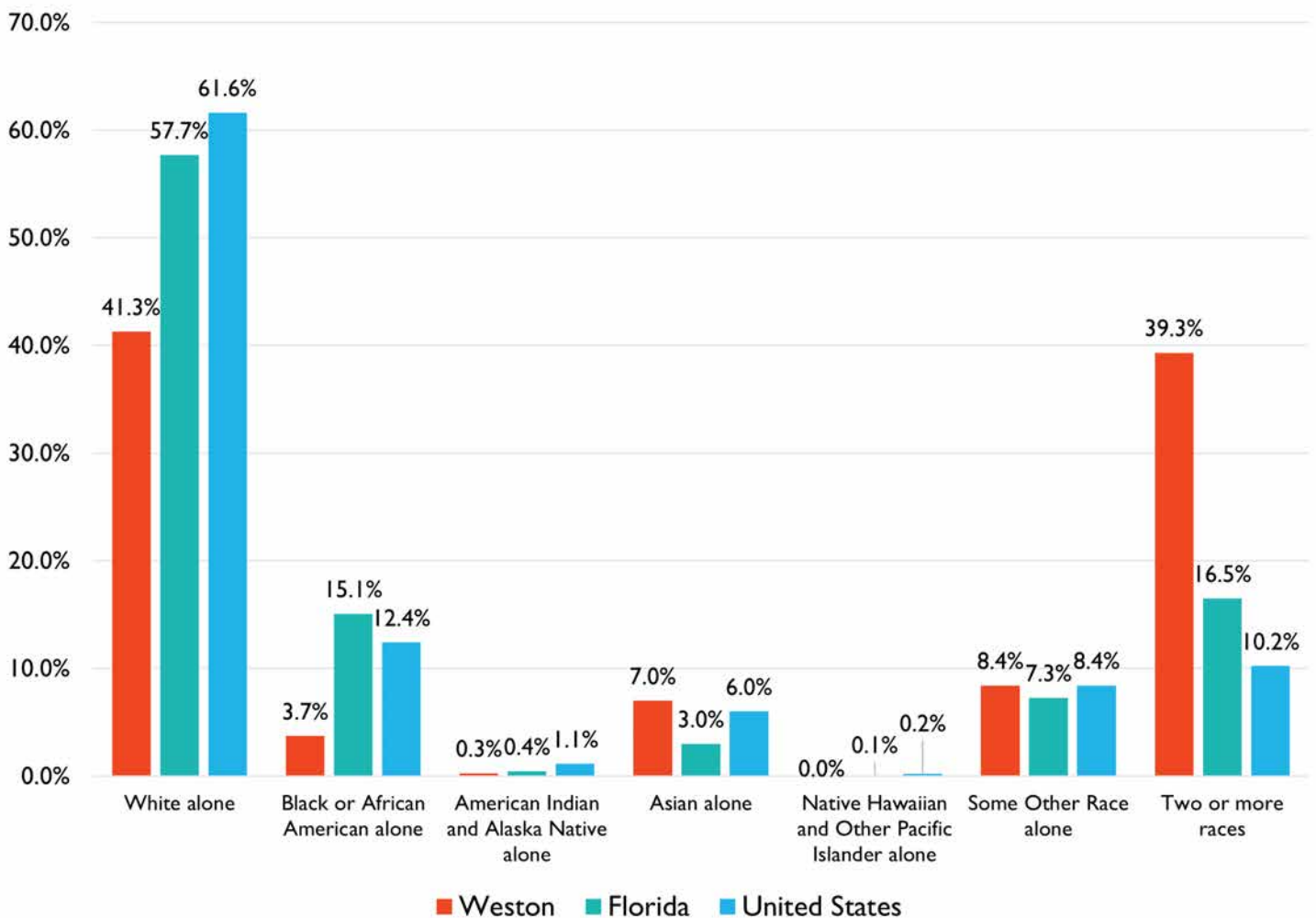


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

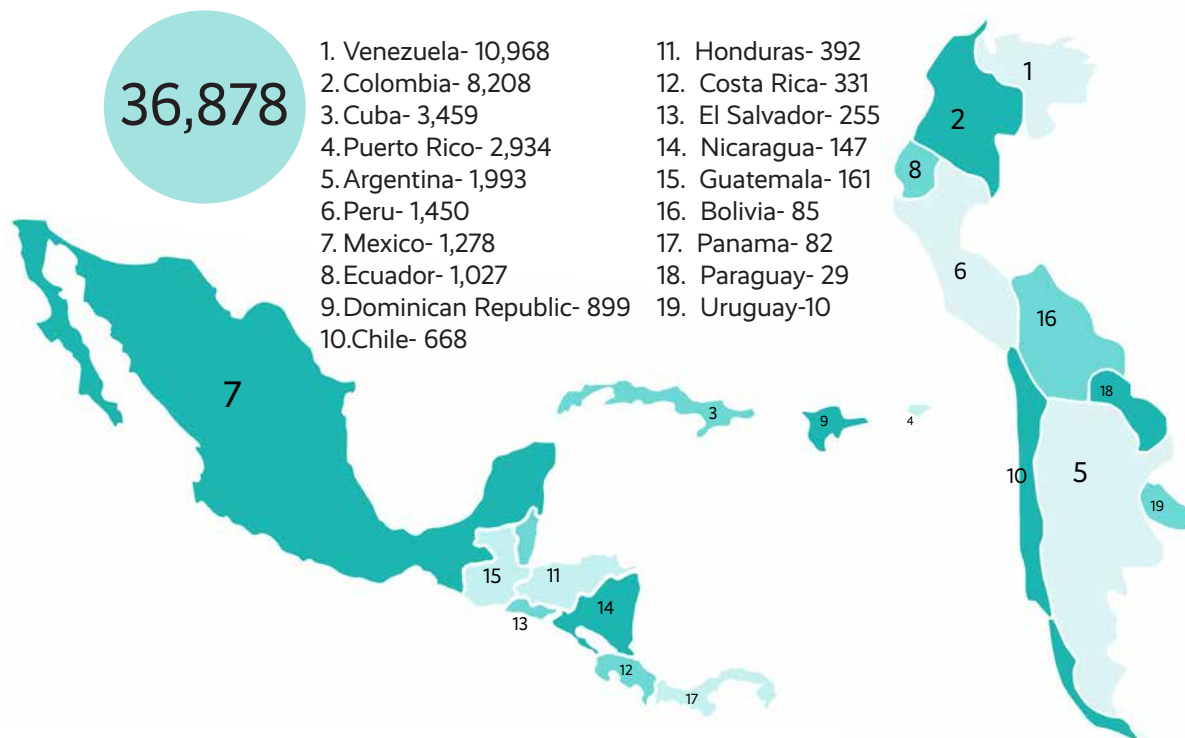


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.



### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

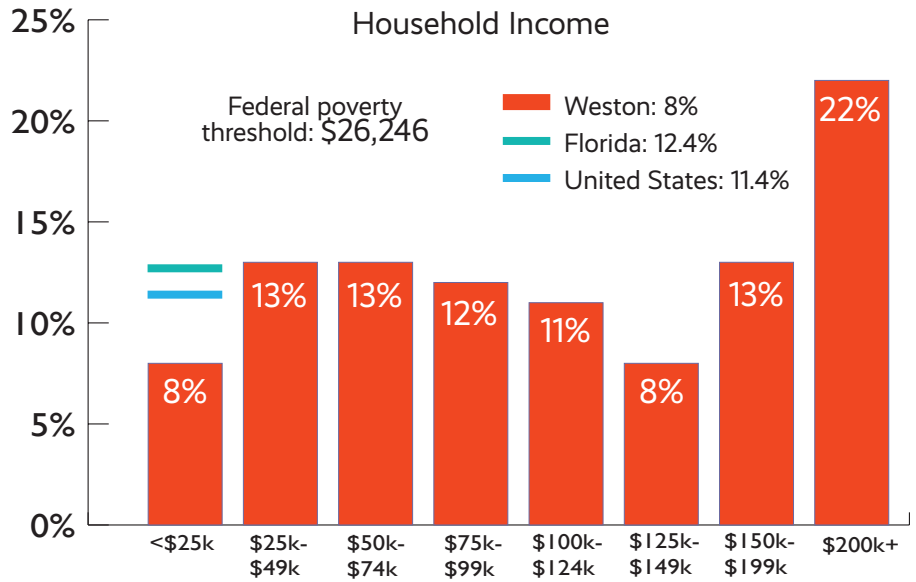


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

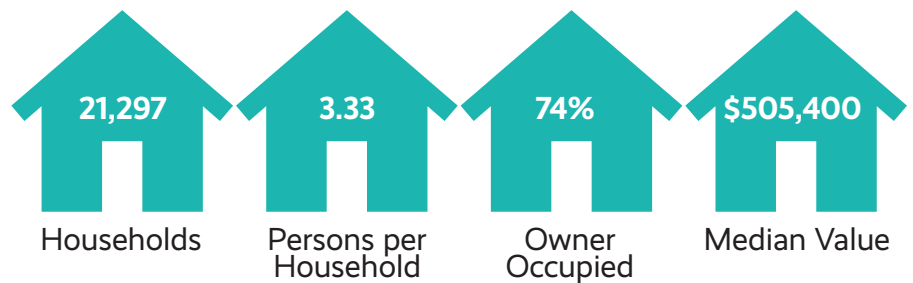


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

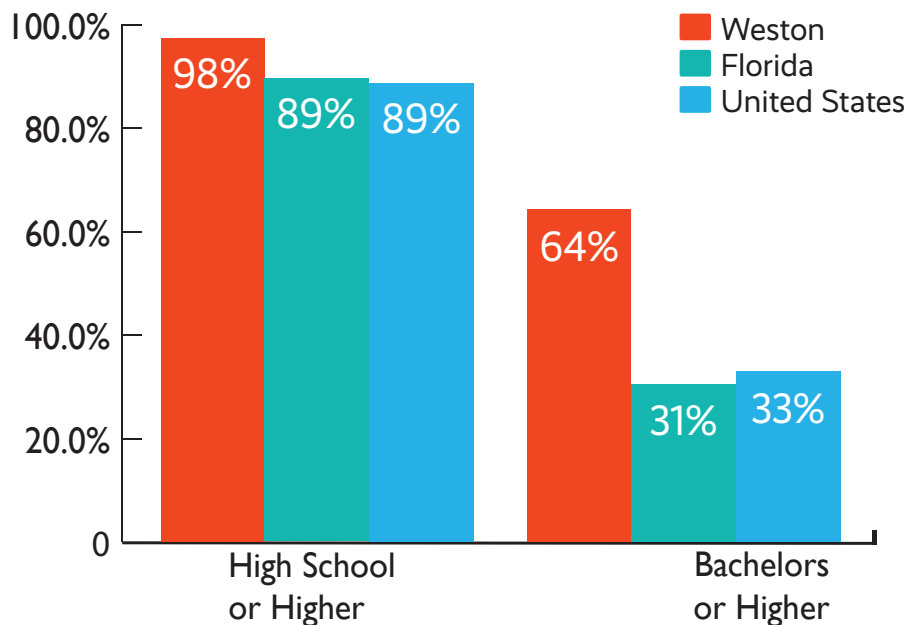


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

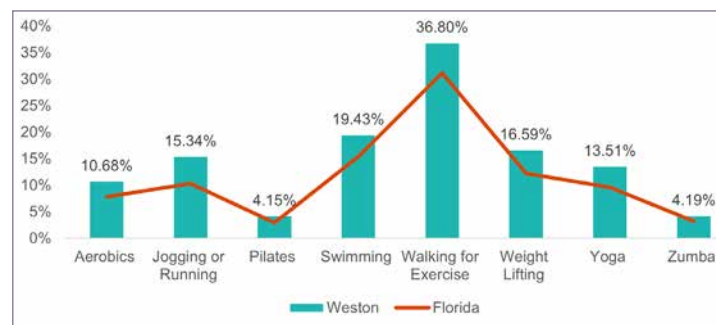


Figure 2.15: Adult Participation in Fitness Activities

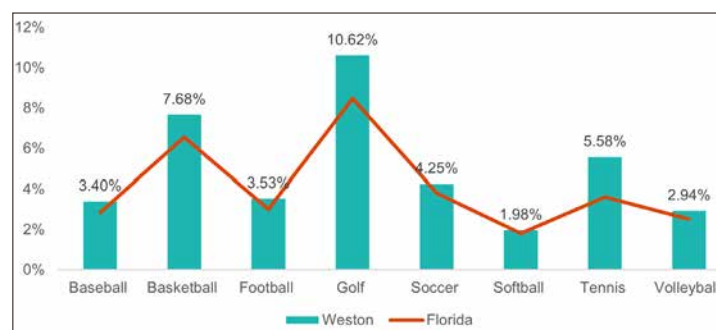


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)





### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

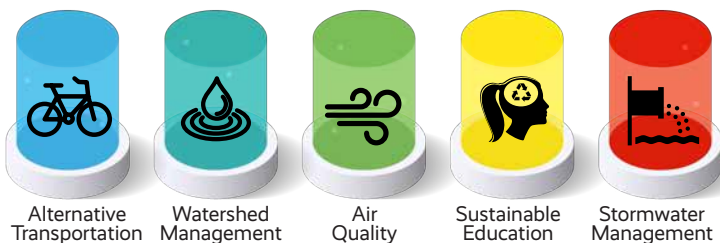


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

## Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

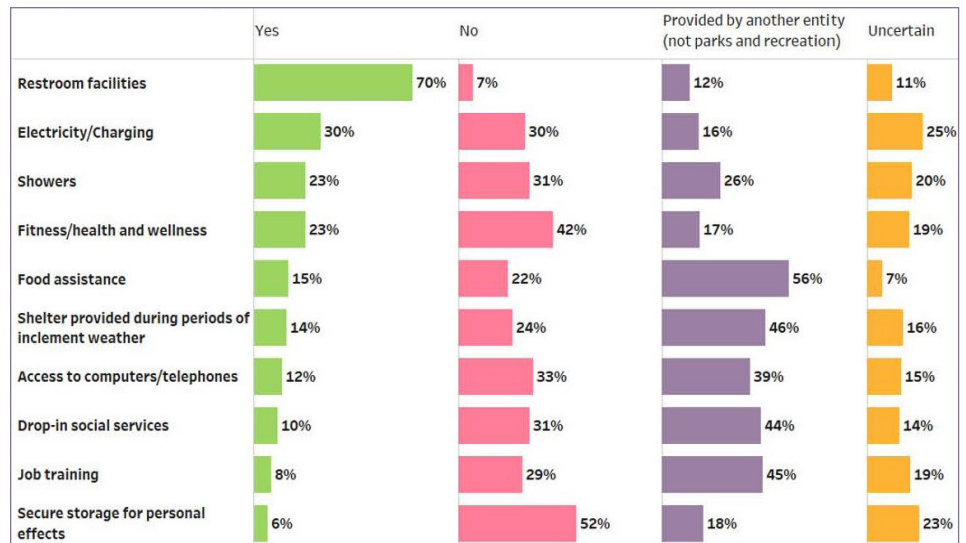


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.



is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

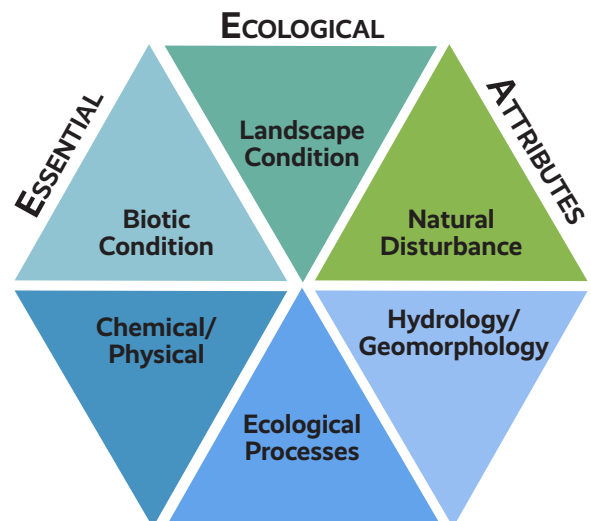


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

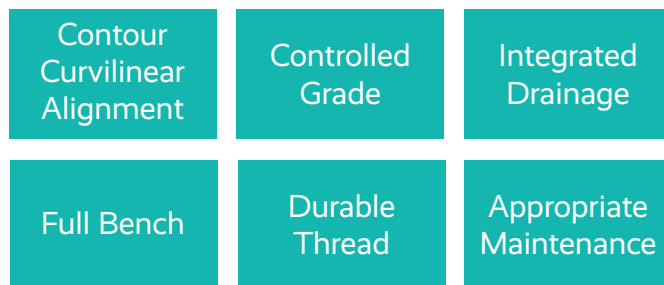
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

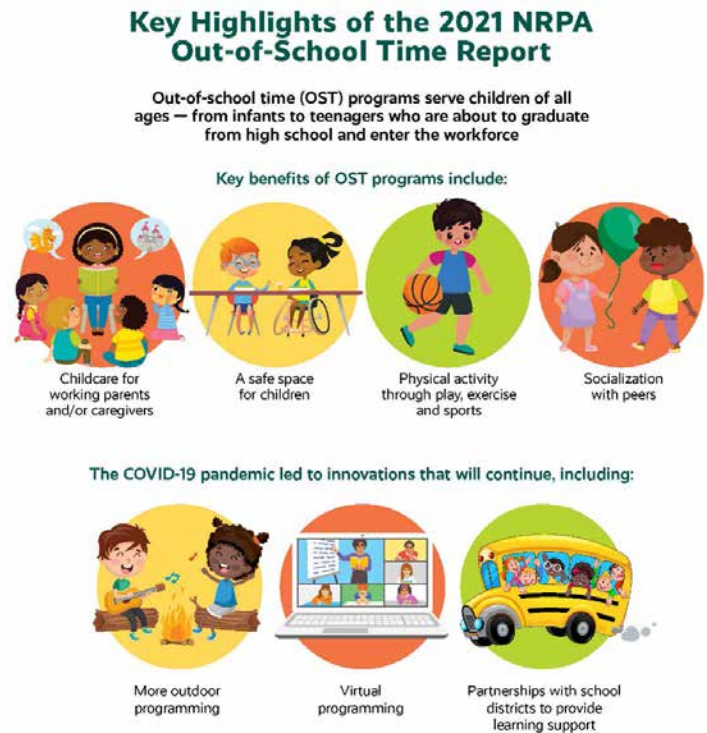


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

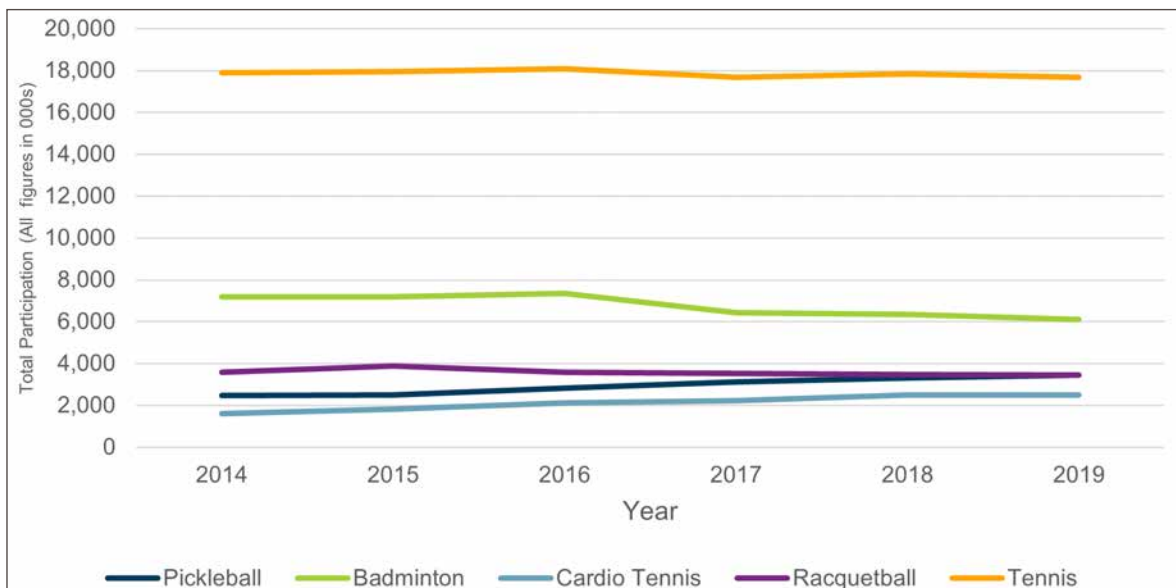


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)





## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

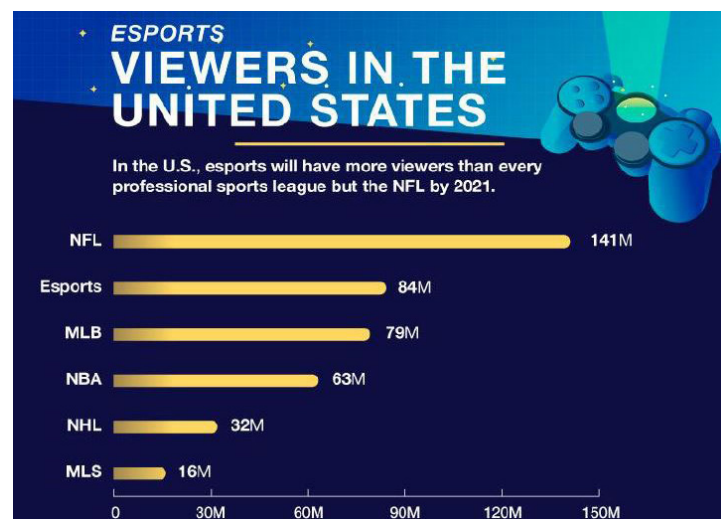


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA



## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.





## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

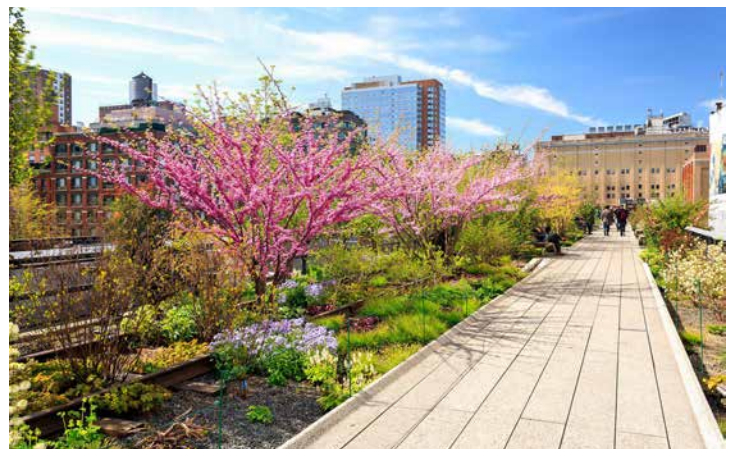


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1										1						
Country Isles Park	4.21										1				1	1						
Eagle Point Park	7		2								1				2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6											1										
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6		1		8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







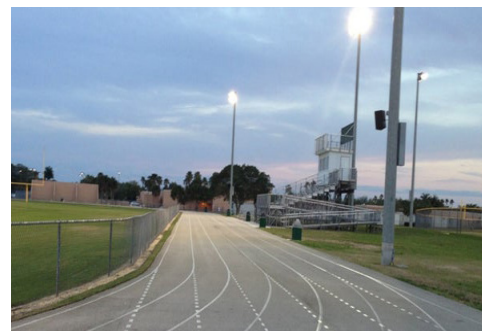
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement



### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.





City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



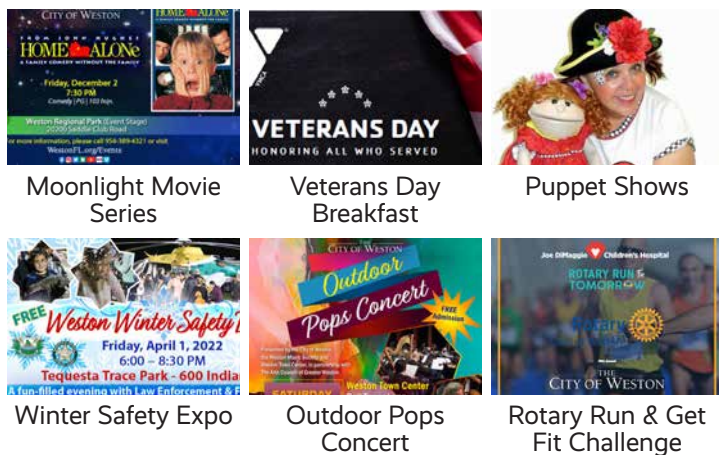
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

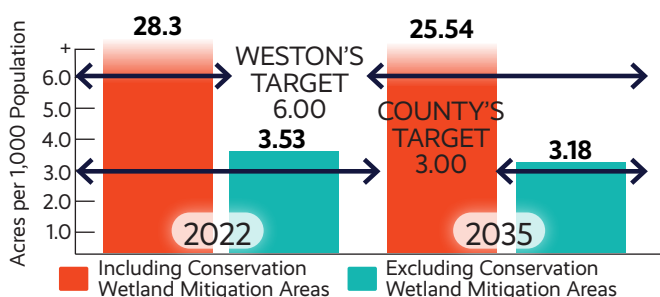


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

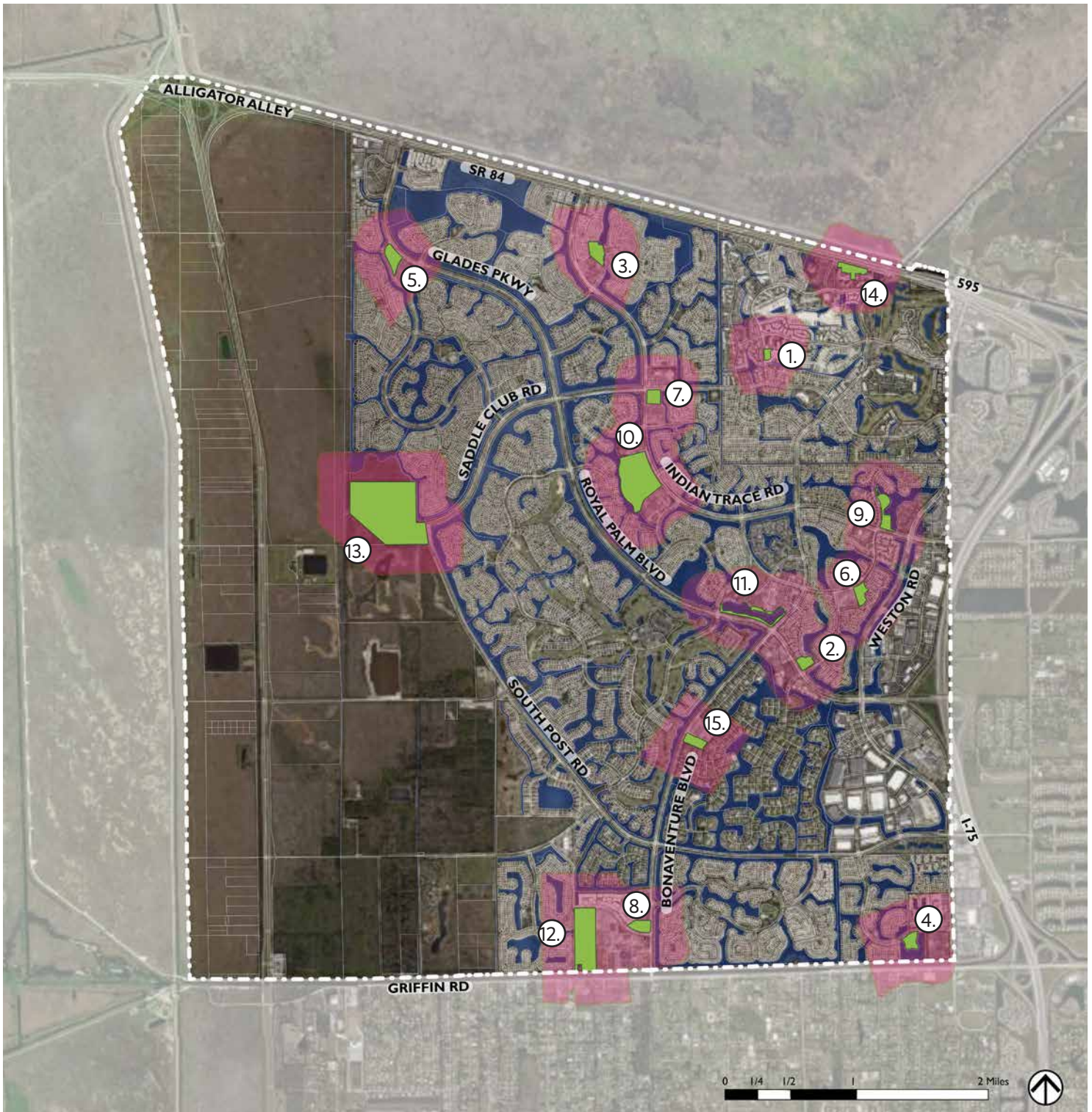
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage 5-minute Walking Distance

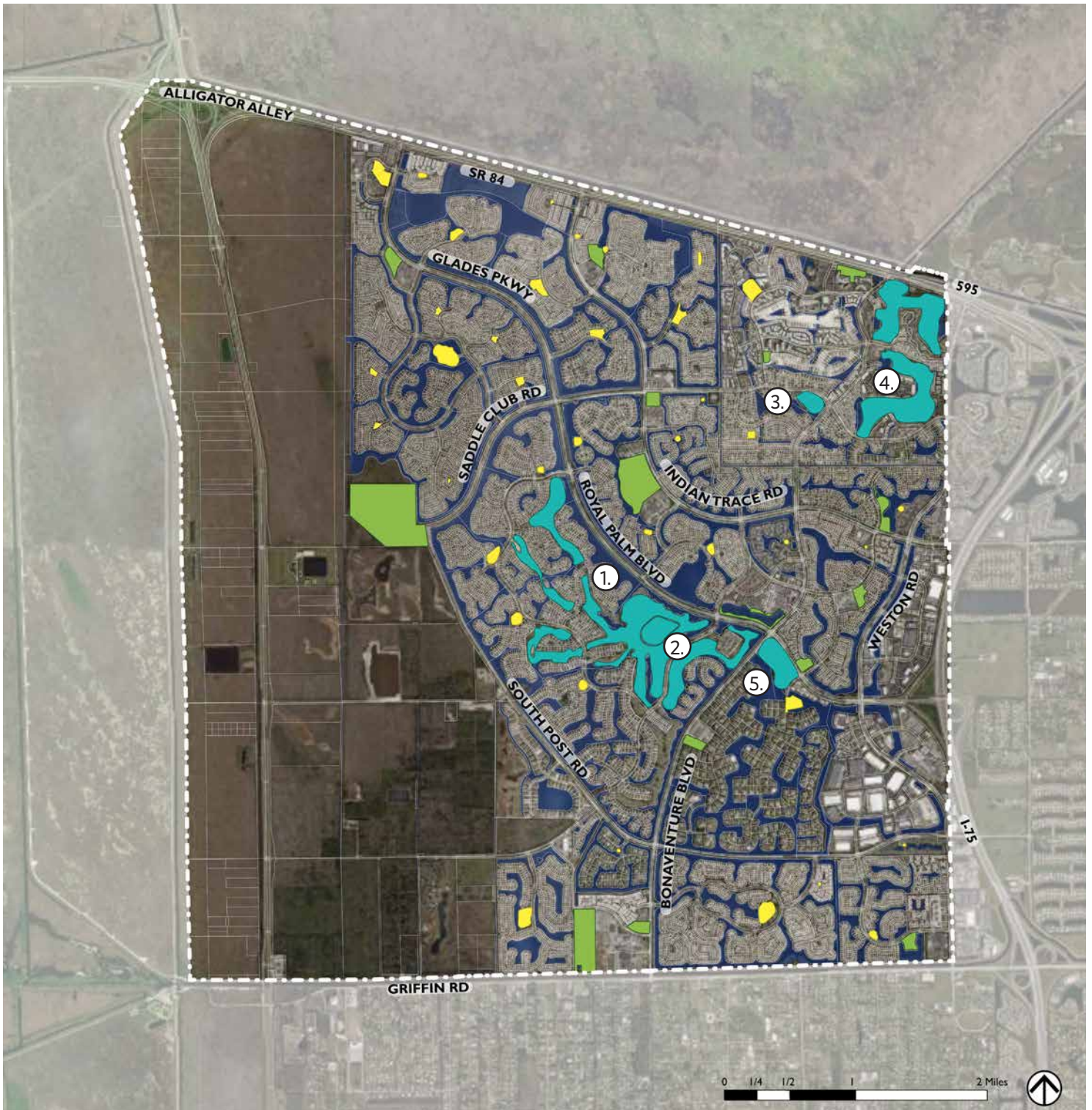
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)









## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

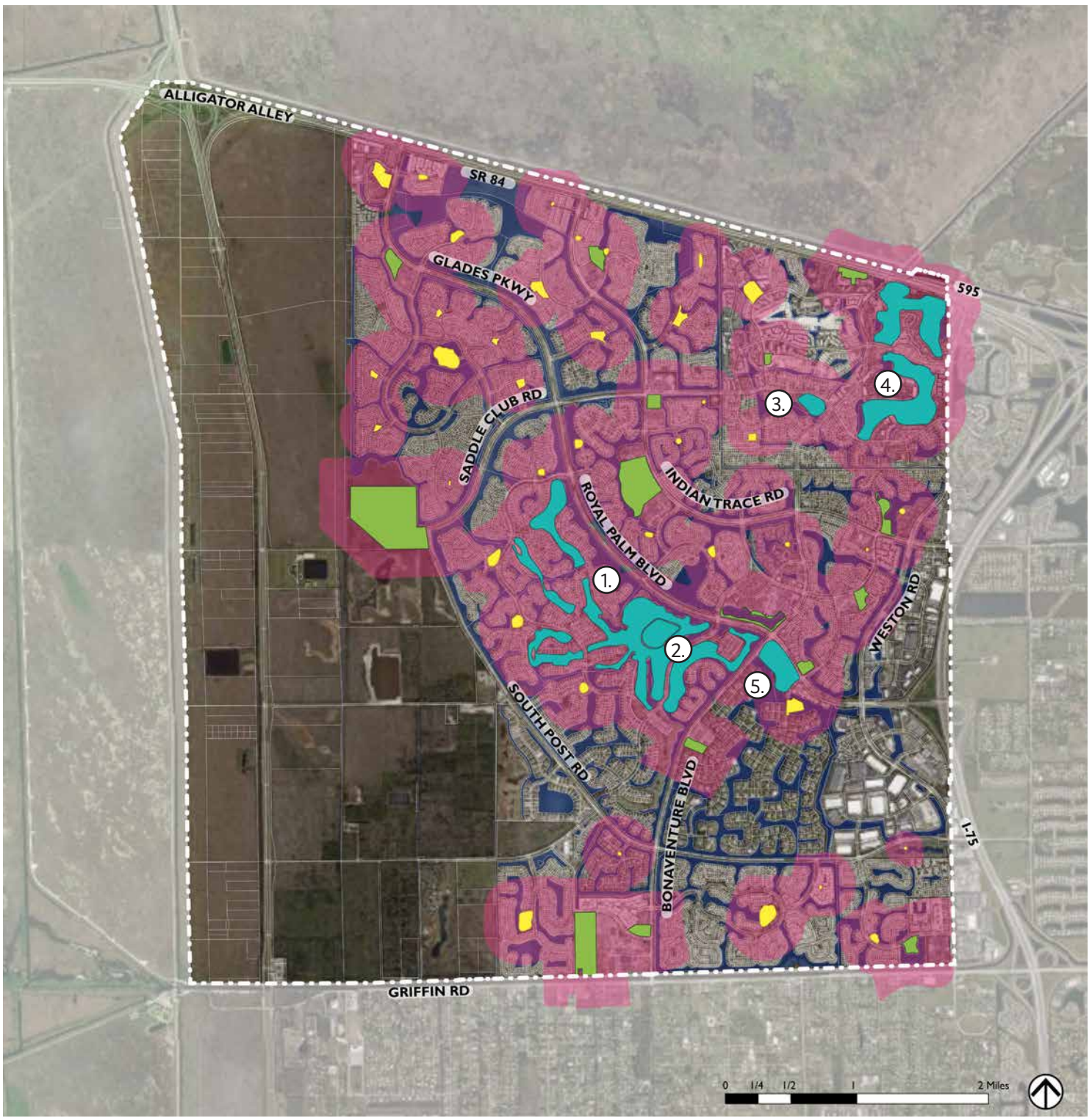
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)















## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

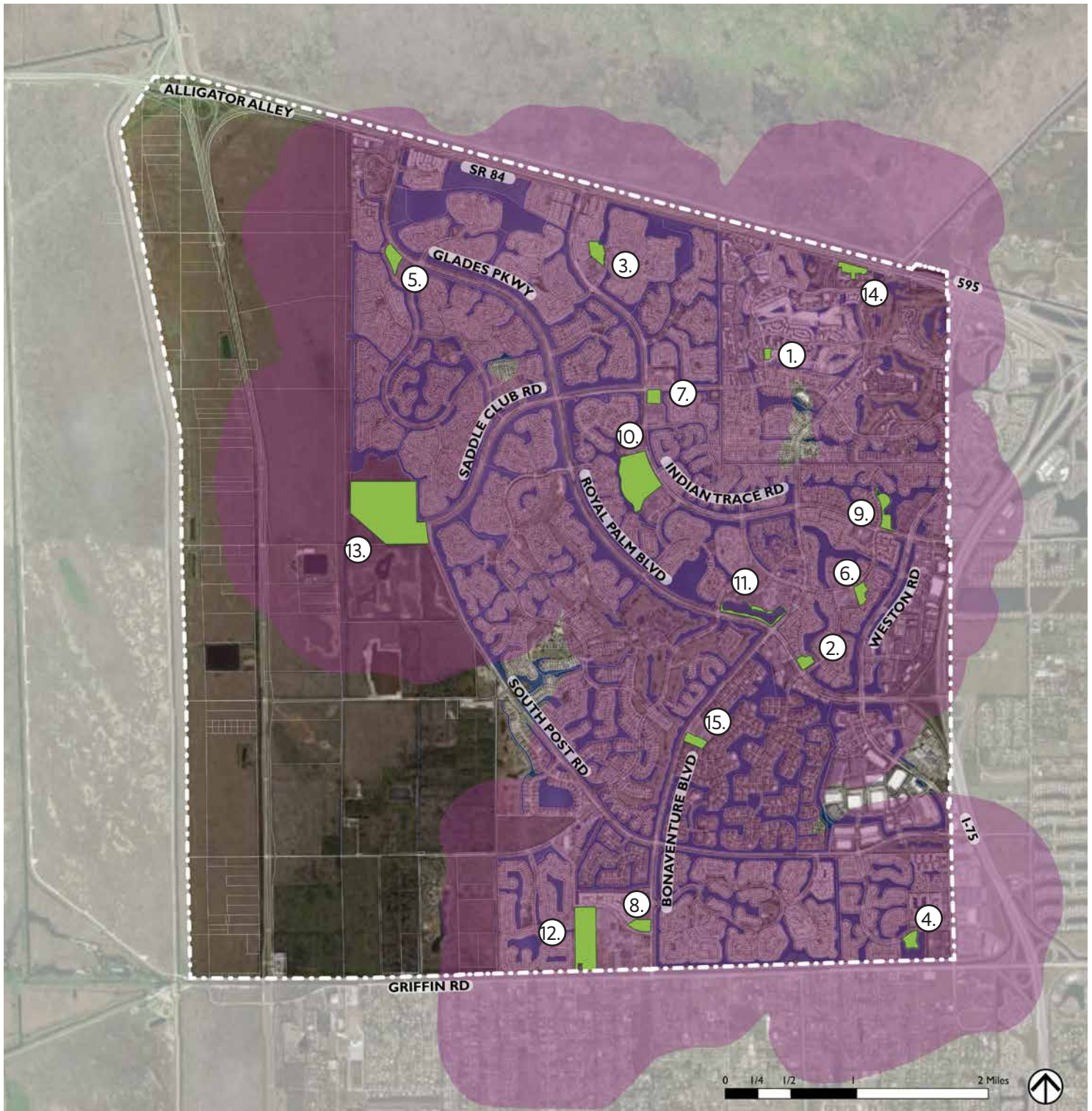
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

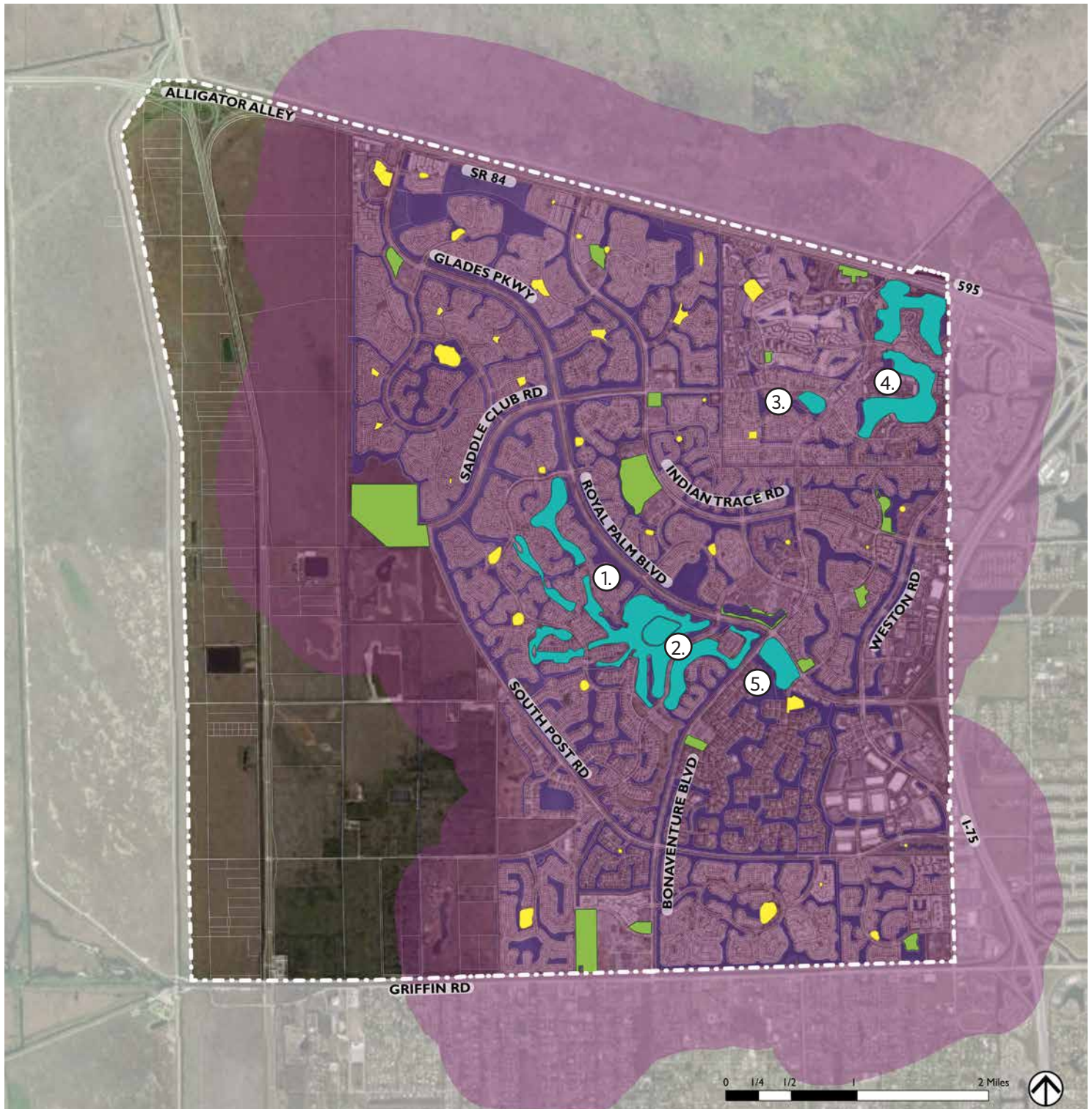
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

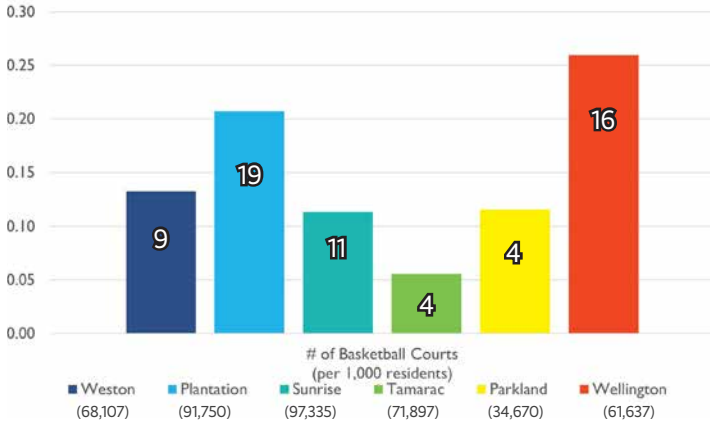
\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

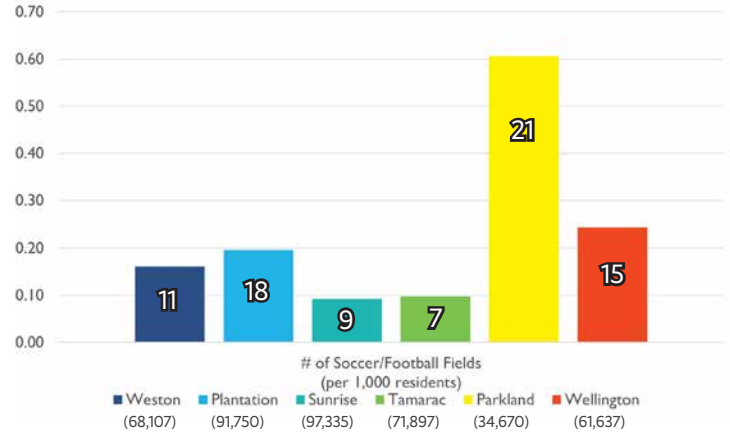
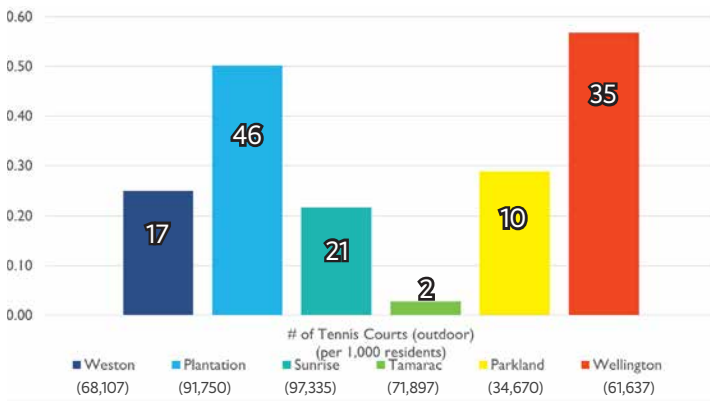


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

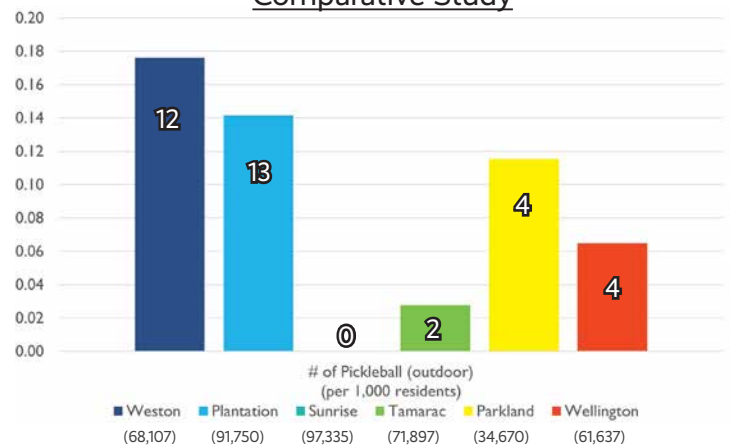
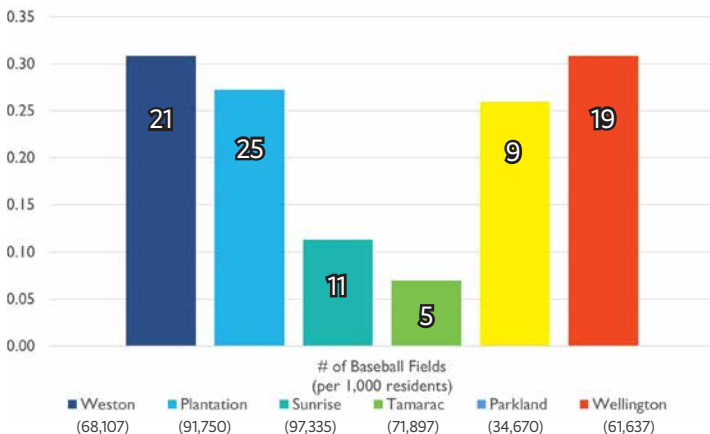


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

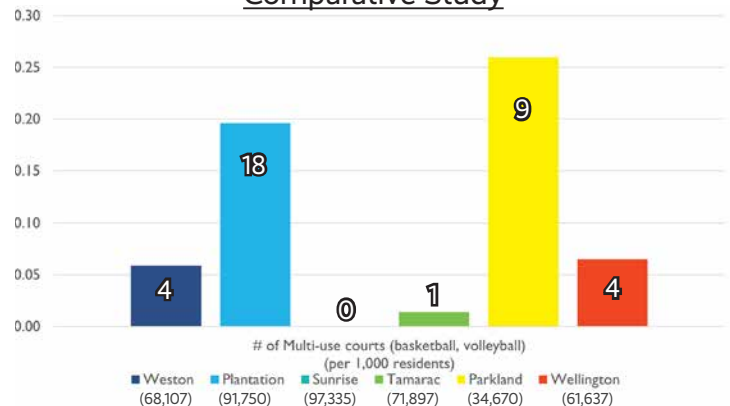


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

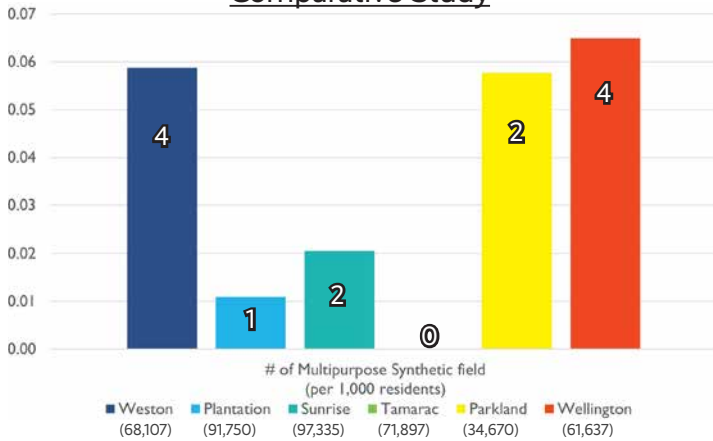


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

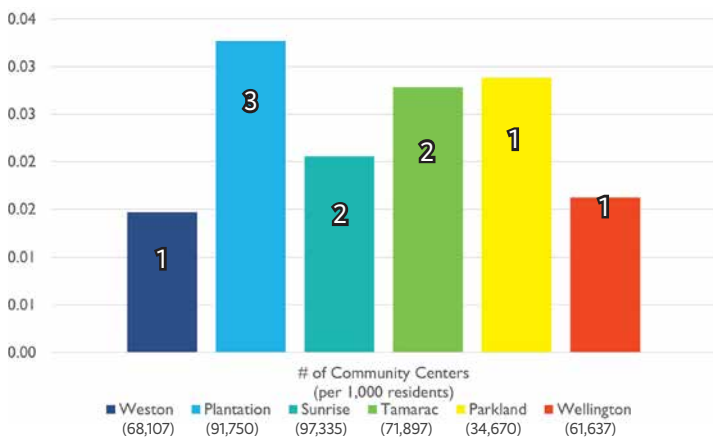


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

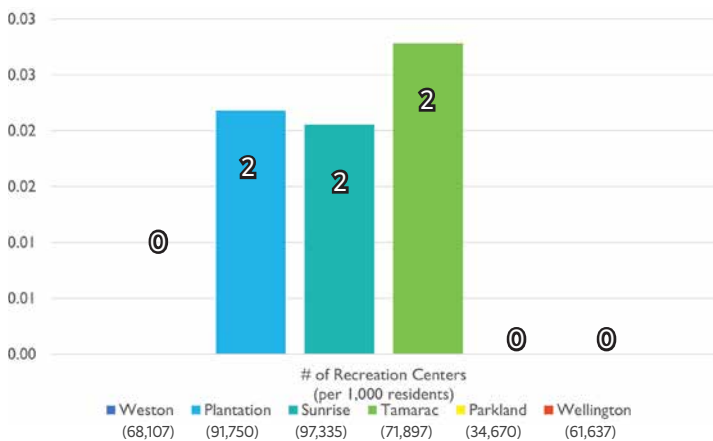


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and "districts", each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>







City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

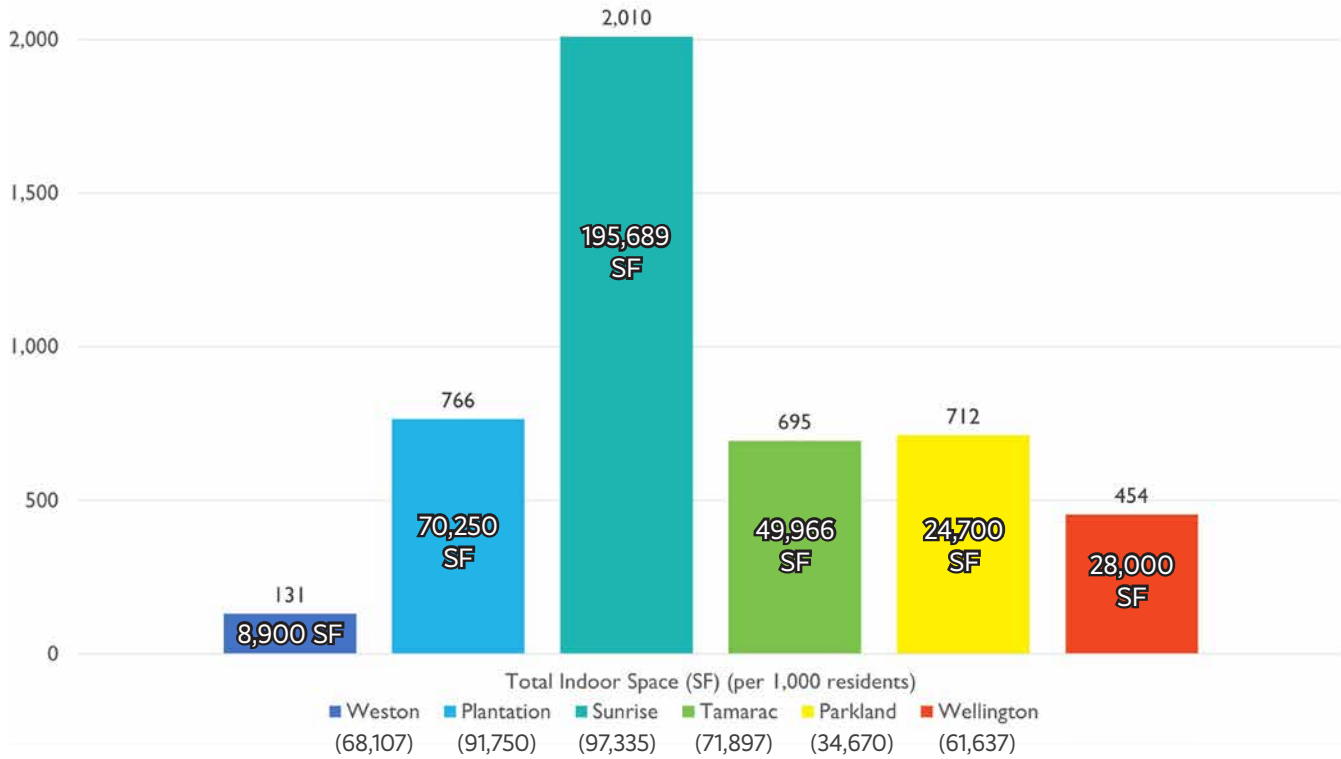


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

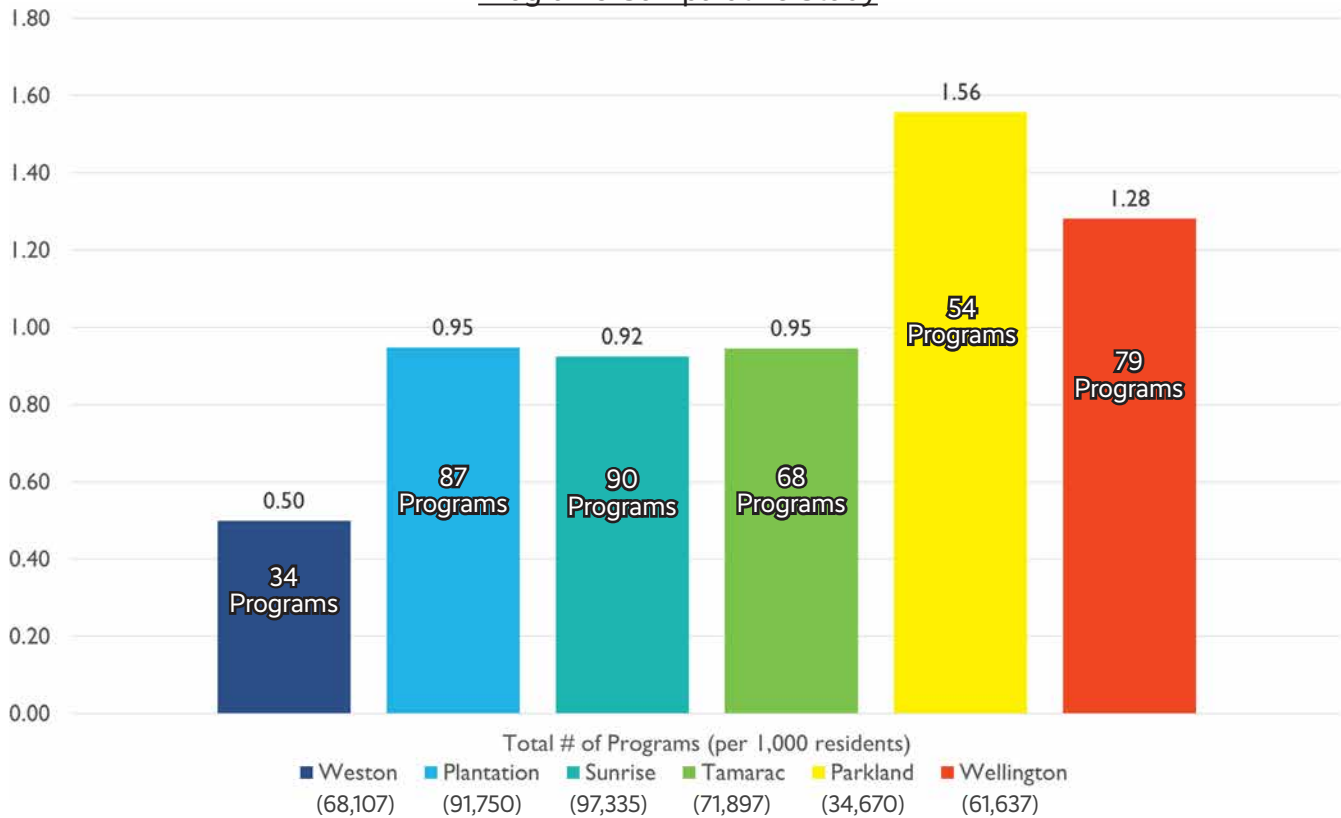


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

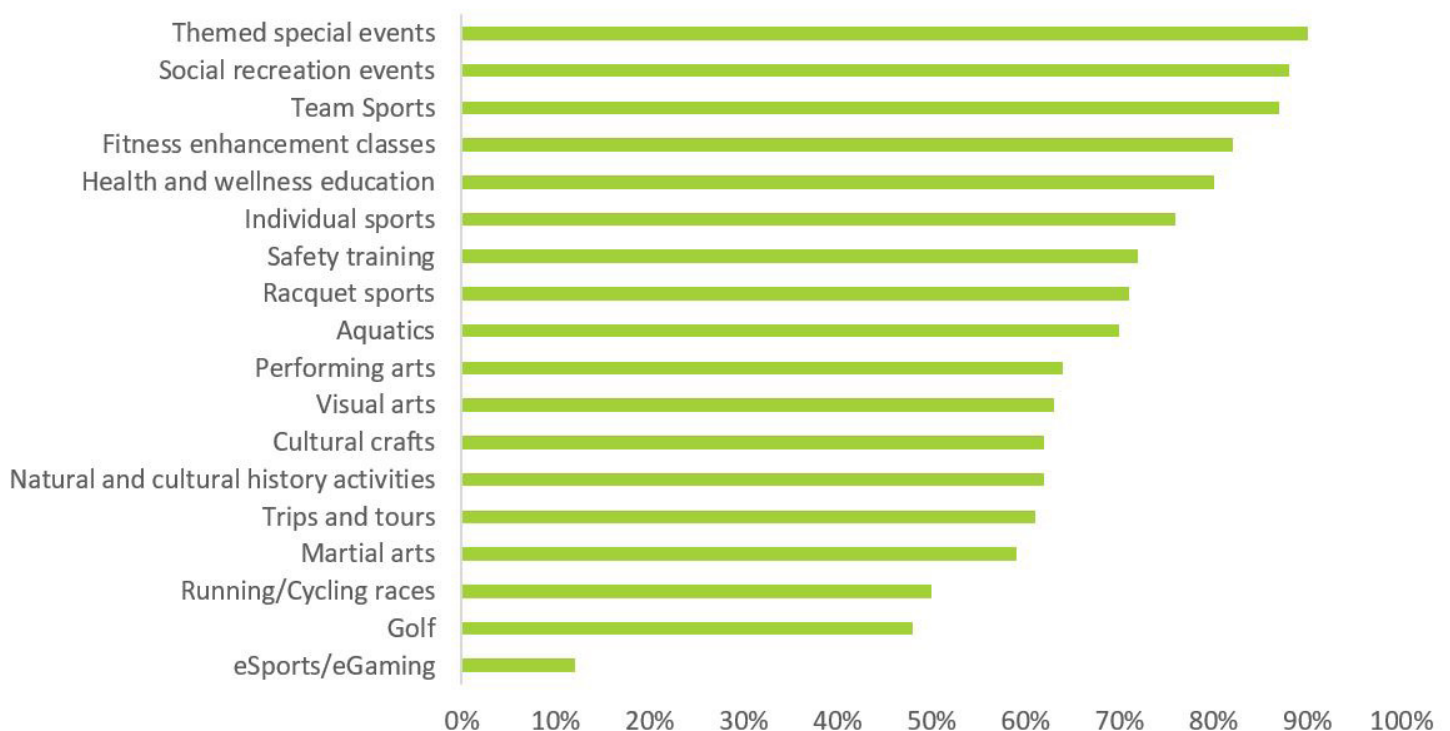


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.







### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming







Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?



The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

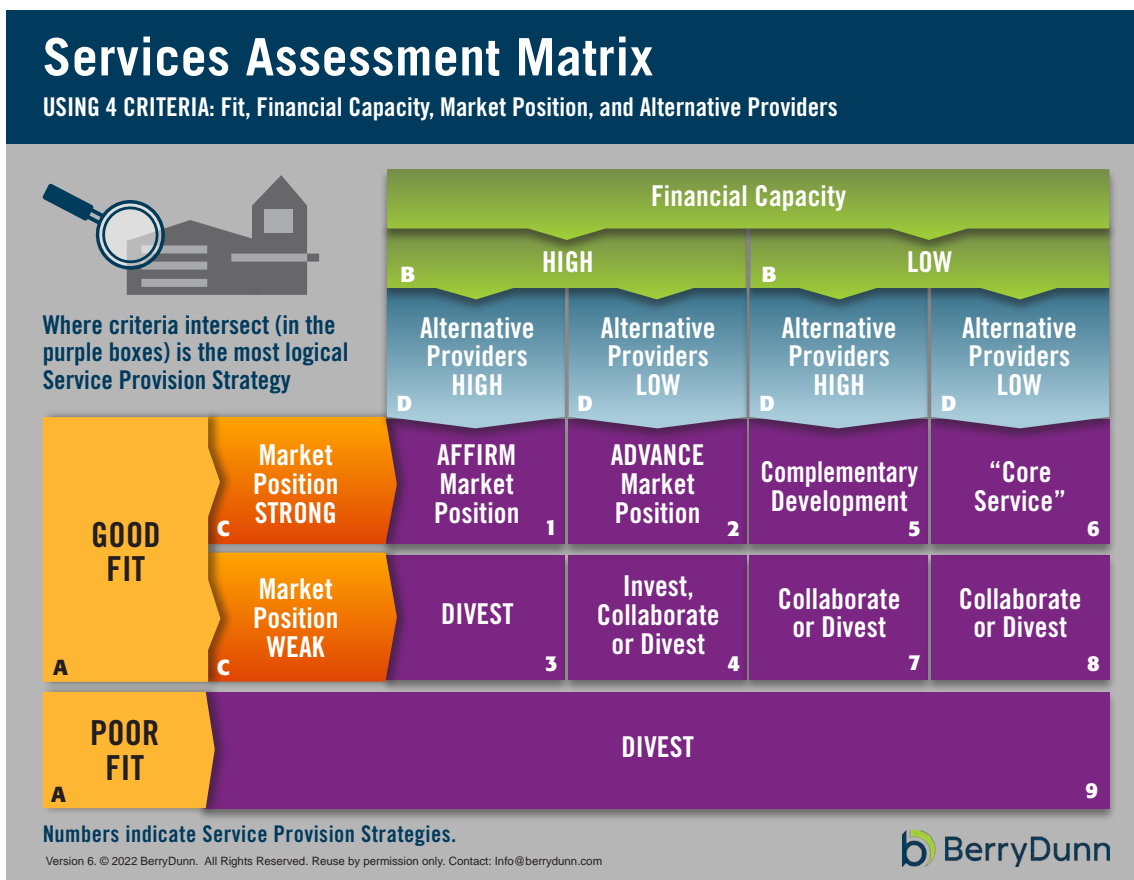


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT





## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

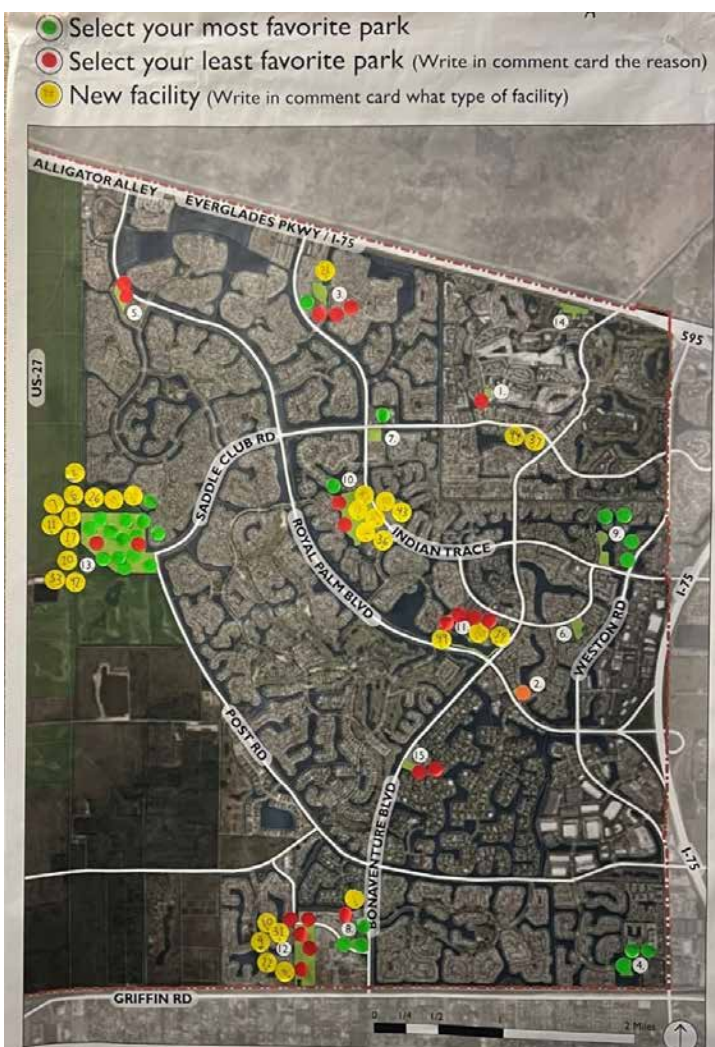


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

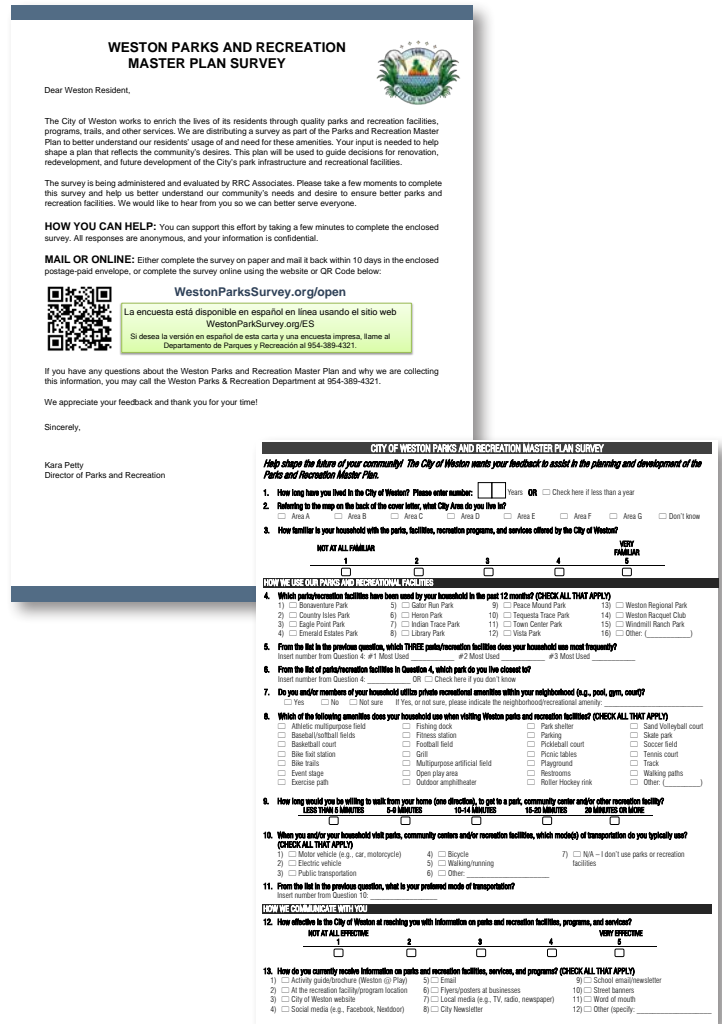


Figure 4.11: Survey Cover Letter and Survey Sample.

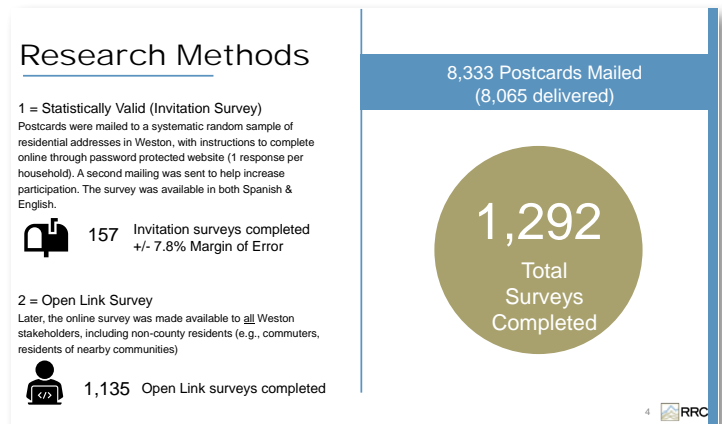
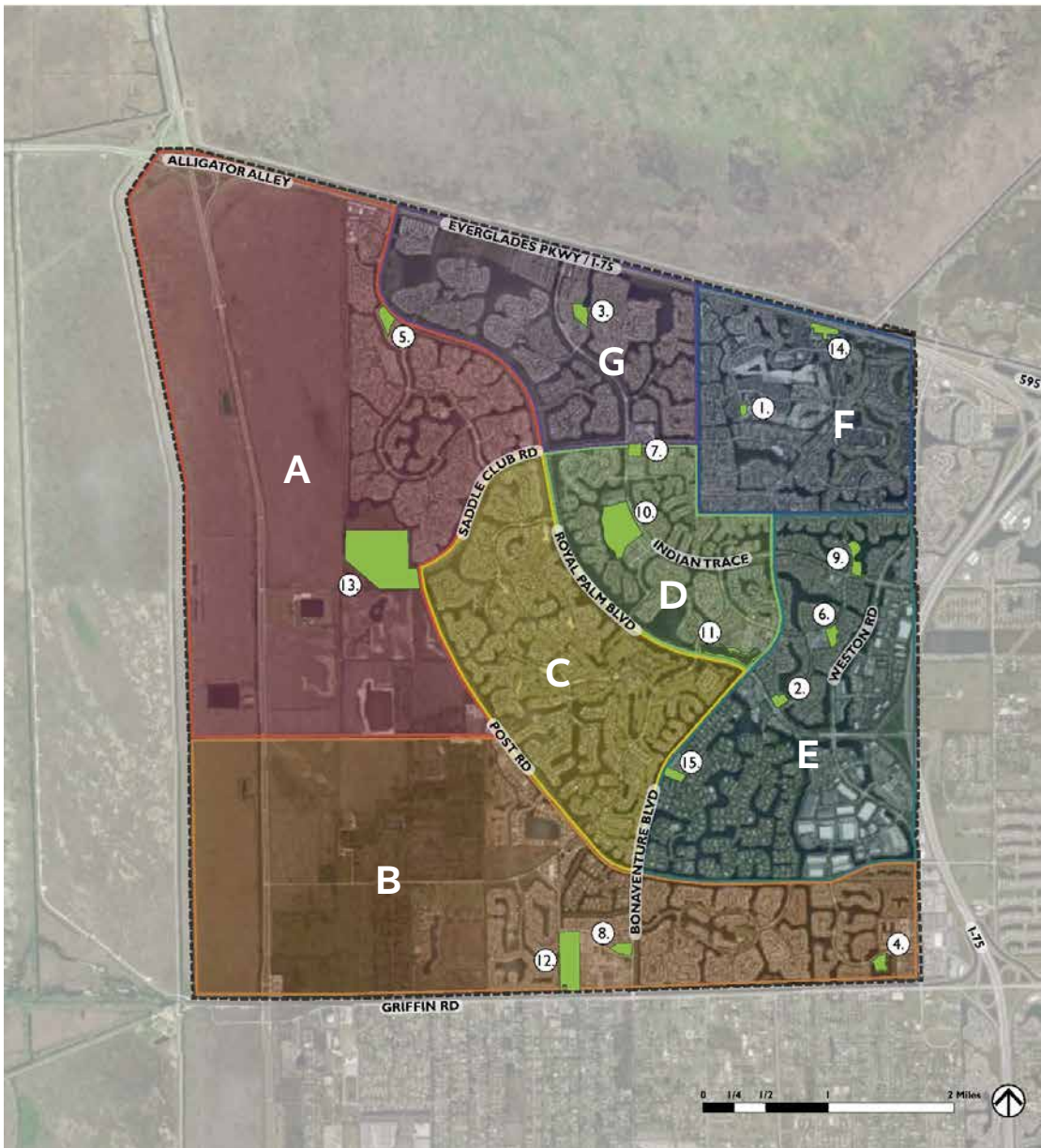


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP




**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 10px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #e31a1c; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #80c0c0; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ff9933; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #66b3e0; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #ffff00; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #9966cc; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #92d050; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

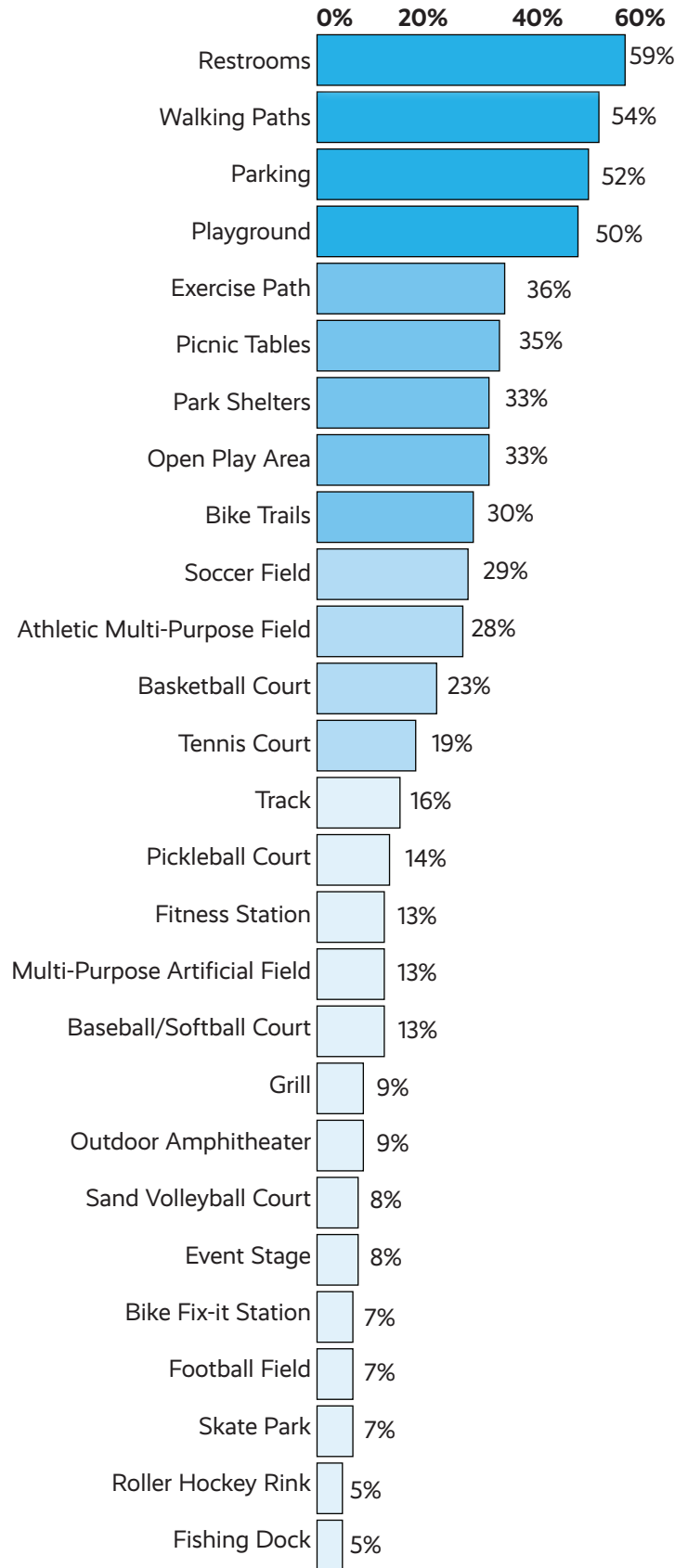


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

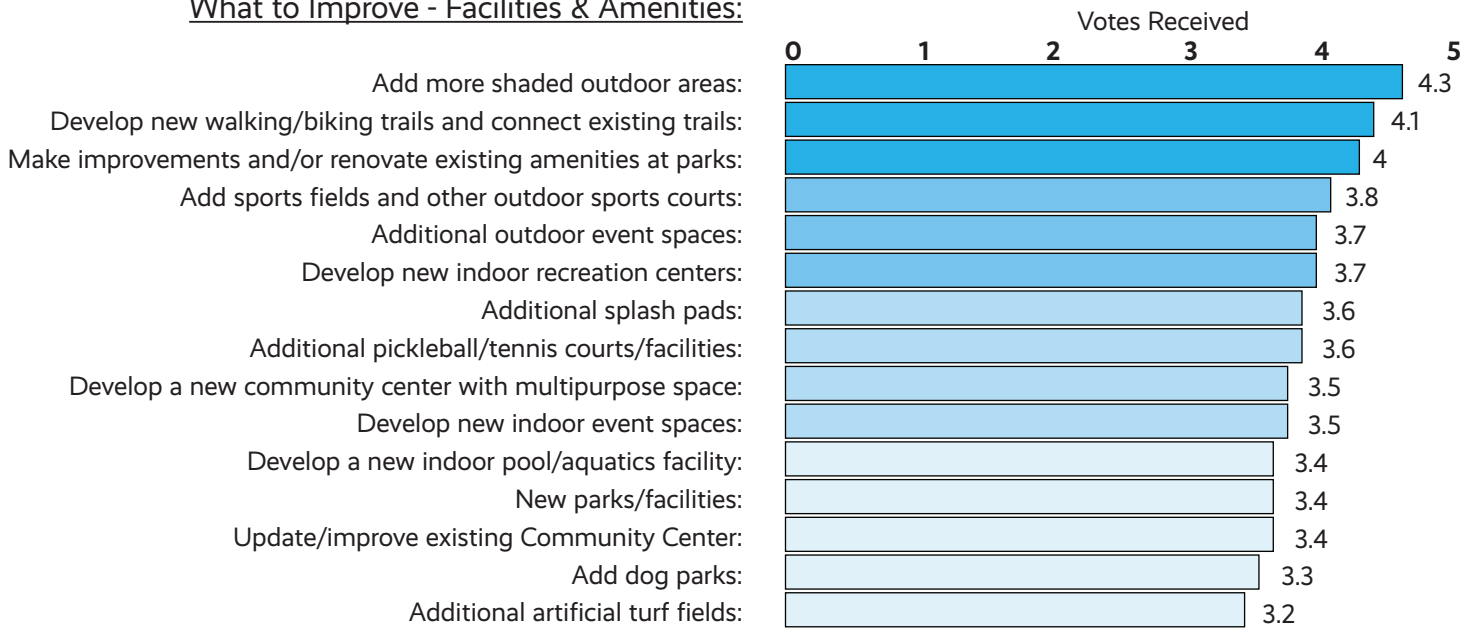


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

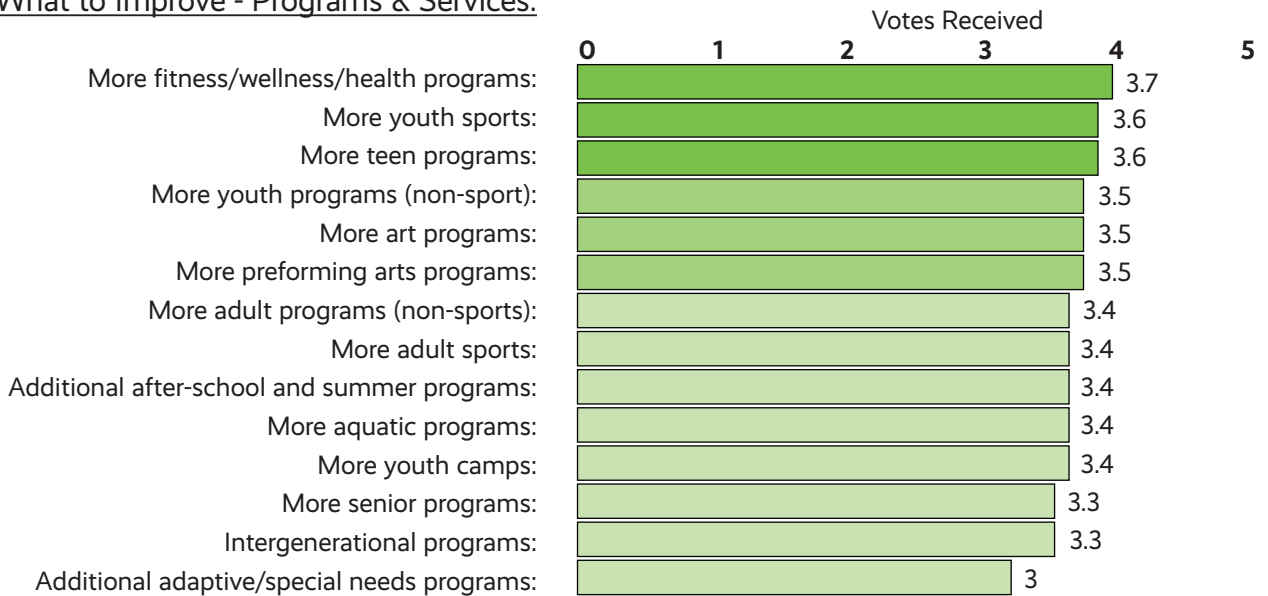


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

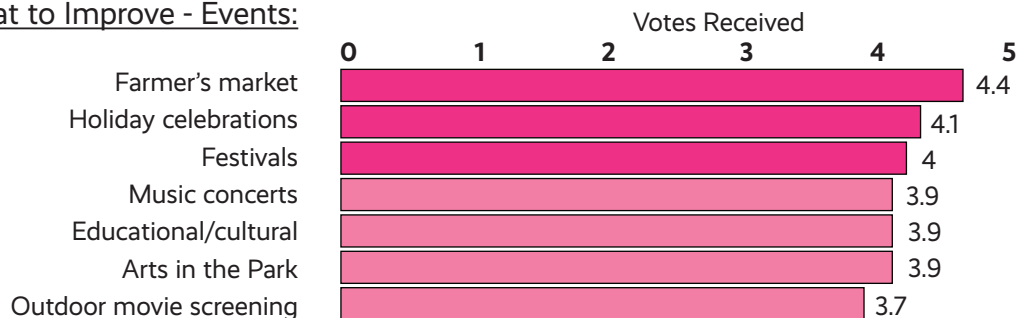


Figure 4.17: What to Improve - Events Graph.







## What to Improve - Facilities & Amenities:

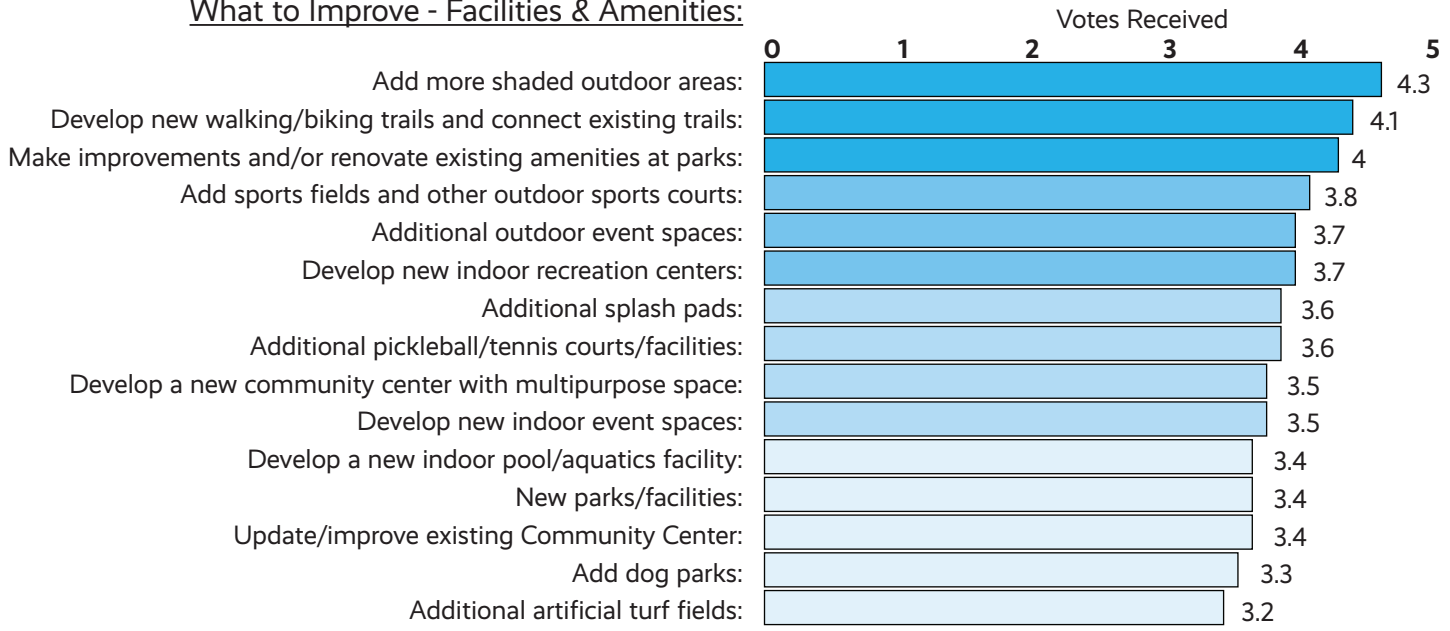


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

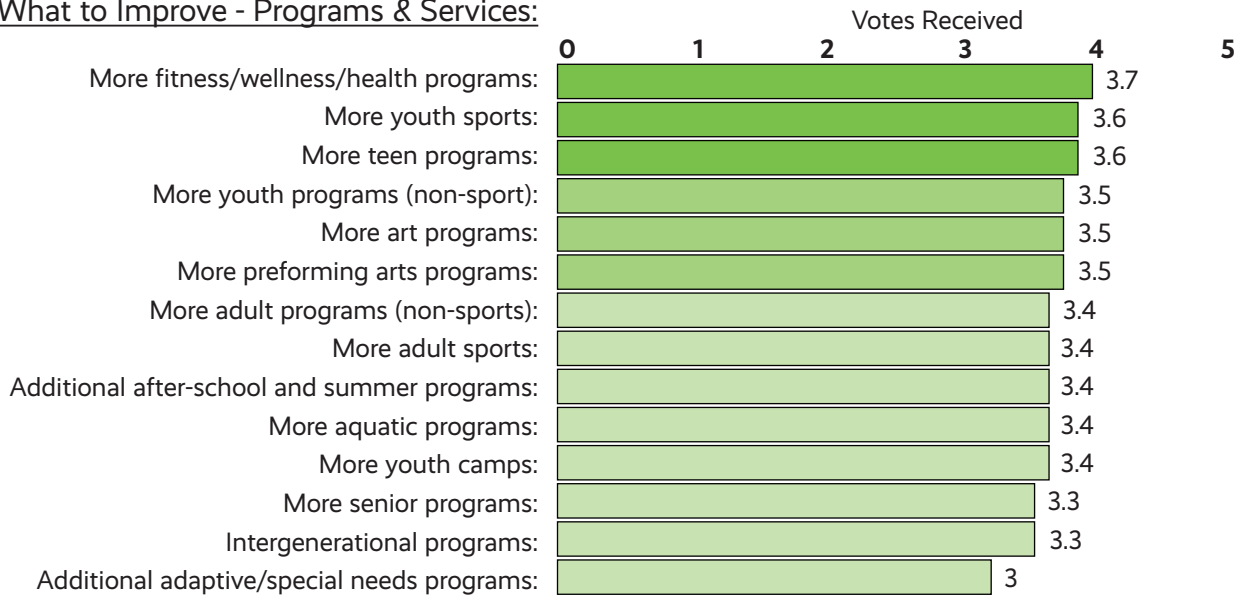


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

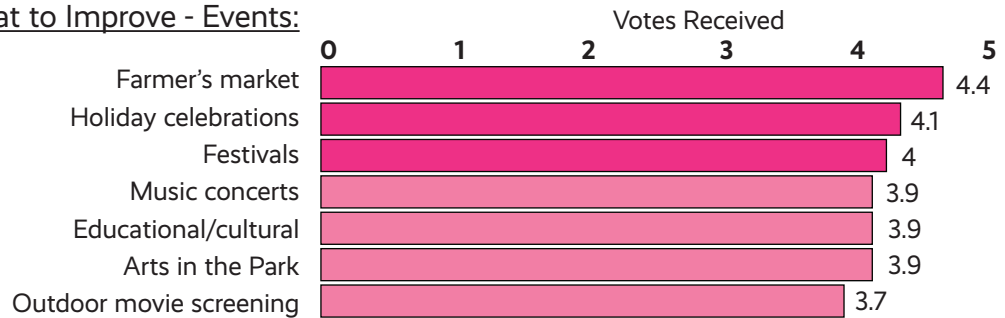


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.







Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.





**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



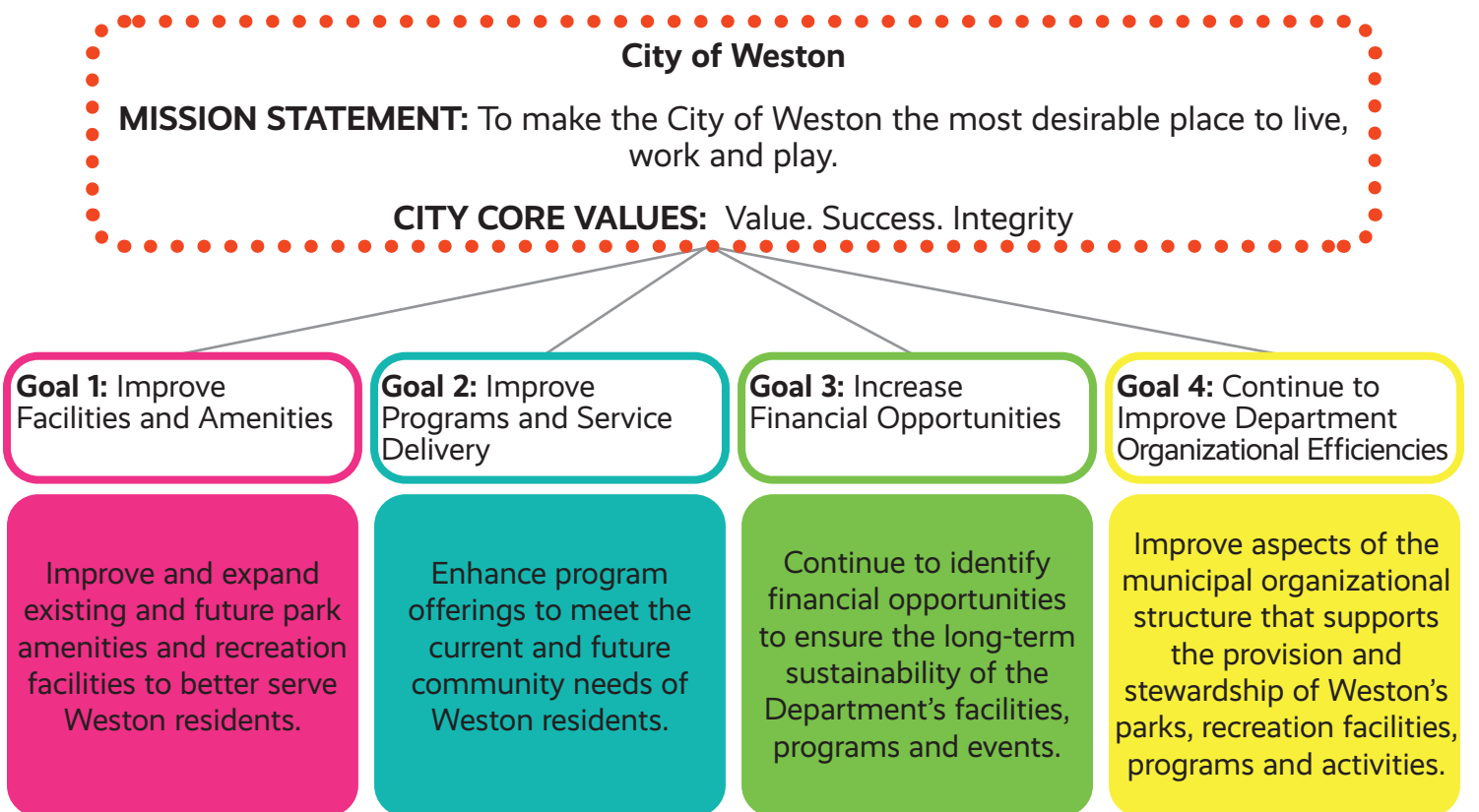
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

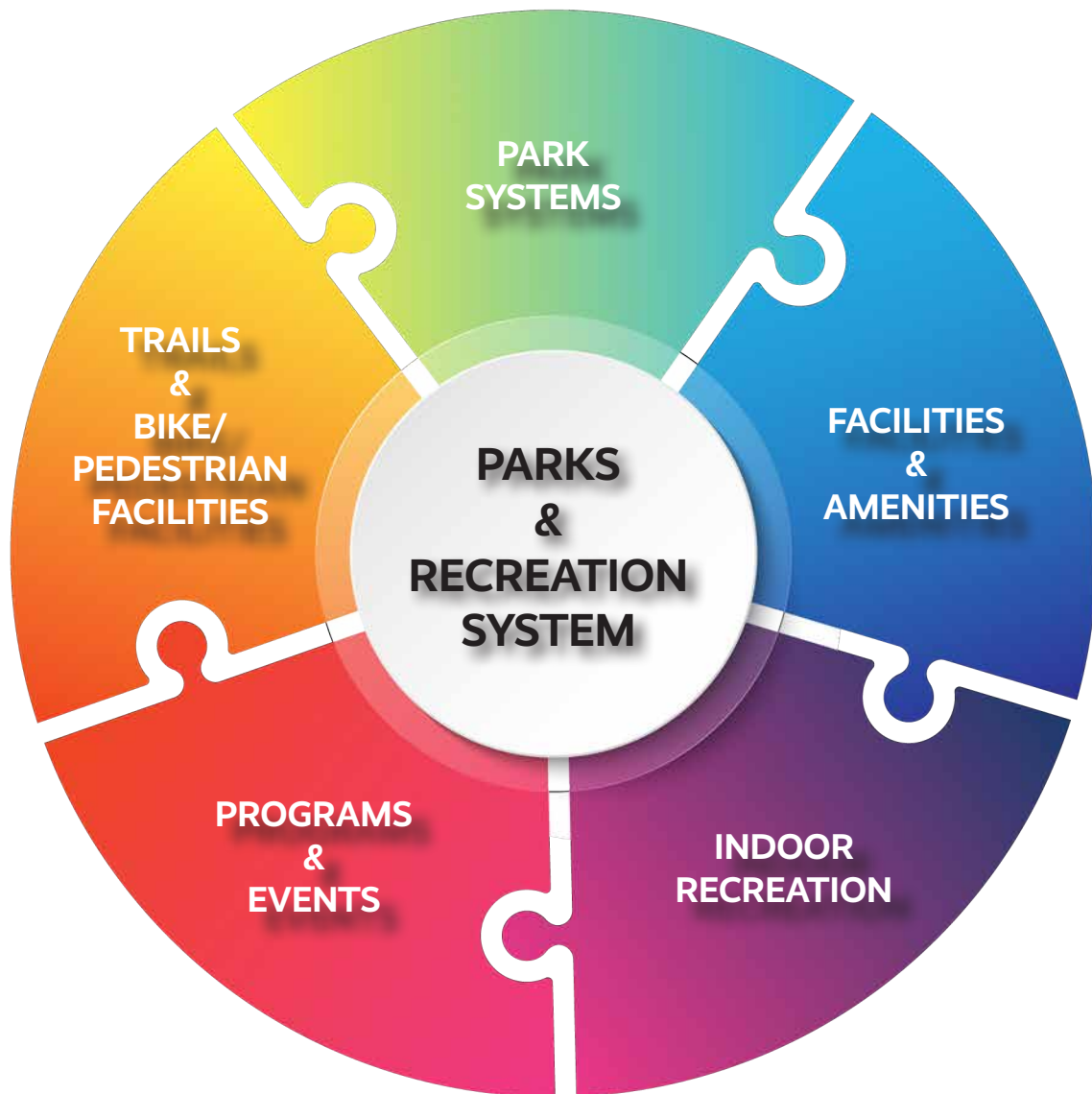


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.







## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.







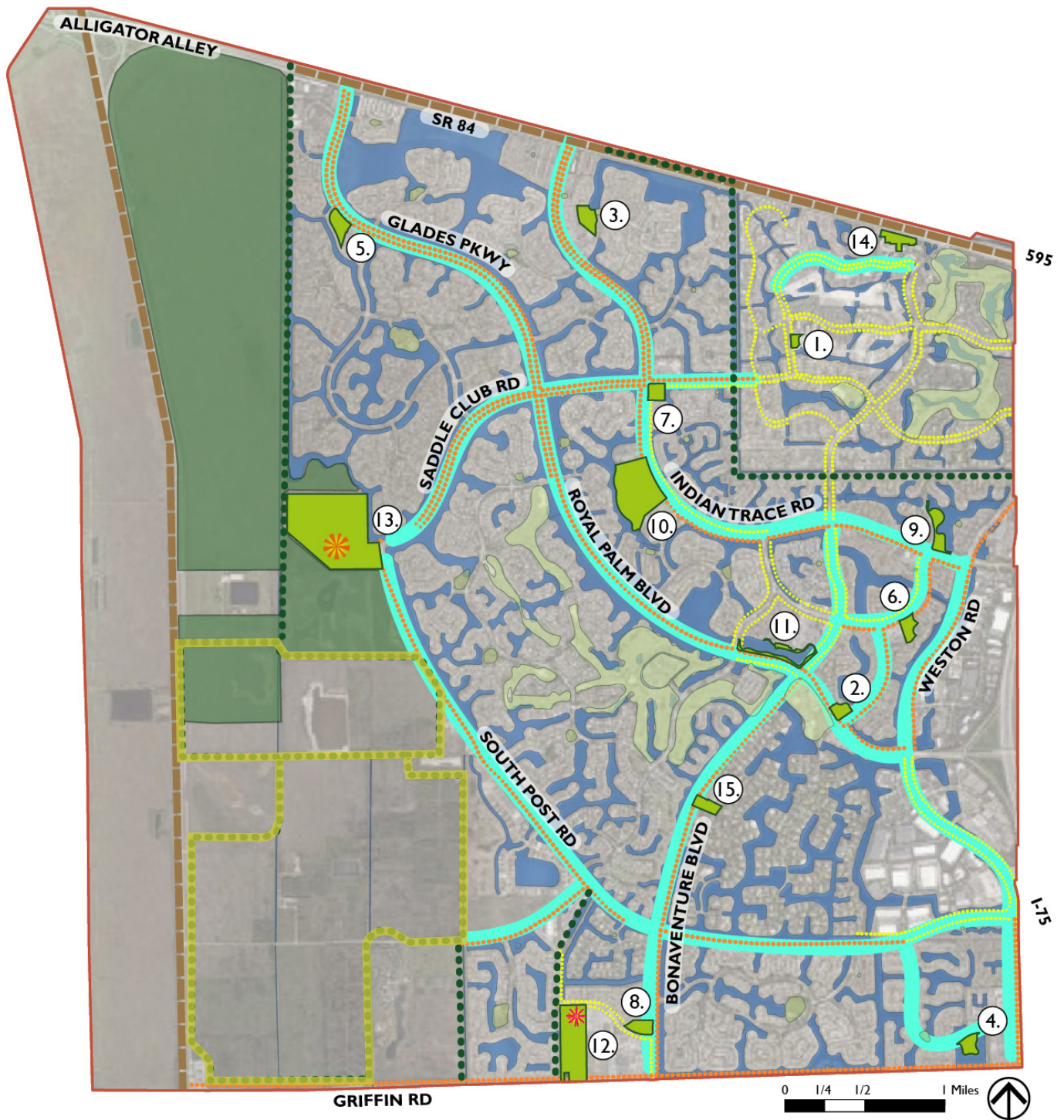
 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN







## 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	\$780,000	\$572,500	\$420,000	\$1,772,500

Table 6.1: Action Plan.





## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>







<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>





5. Trails & Bike/Pedestrian Facilities				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
Objective 5.1 – Expand greenways and trails connectivity.				
Actions				
5.1.a Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.







Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educated the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





## Regional Park Improvement Scenario (Short Term)





Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

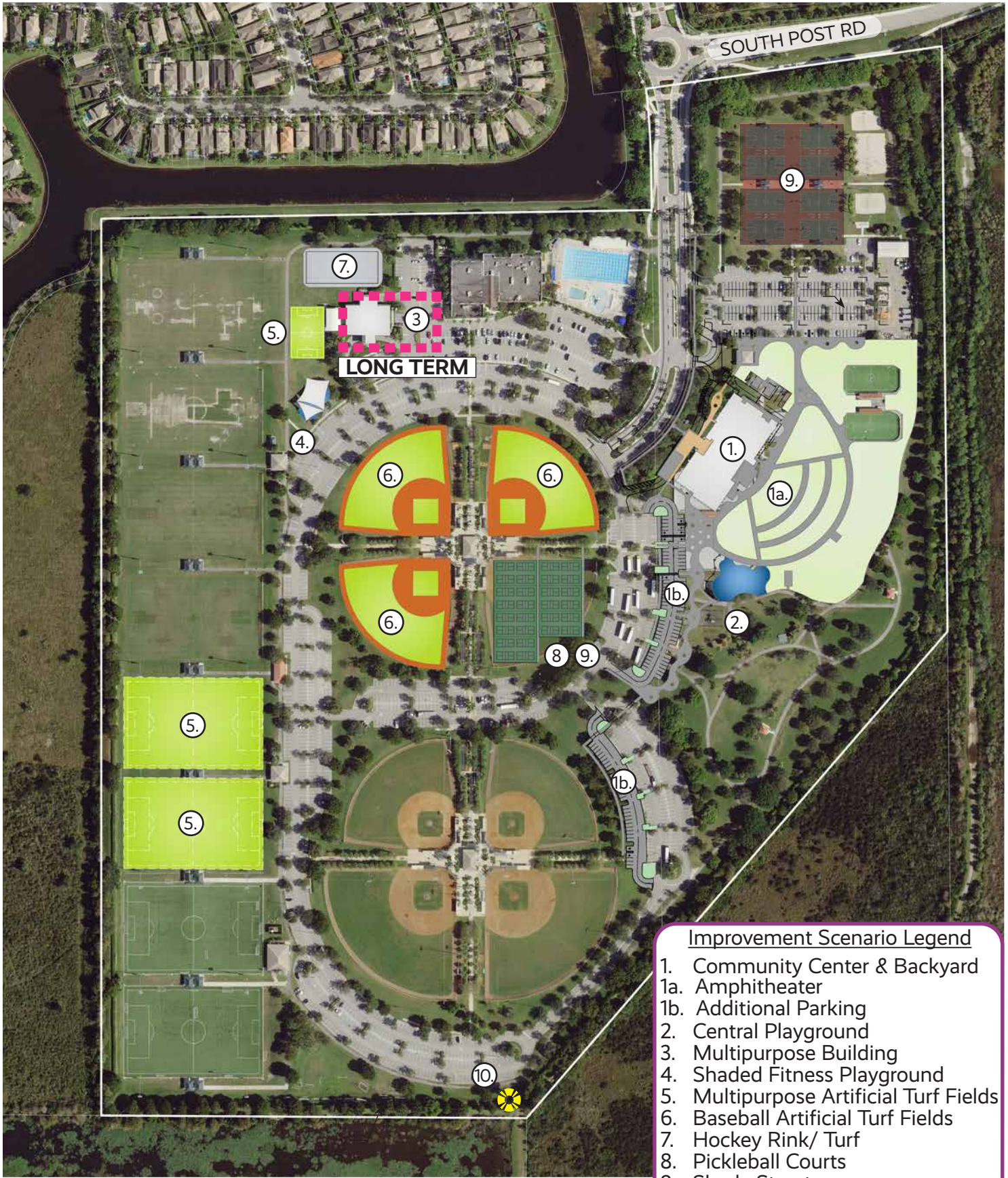
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



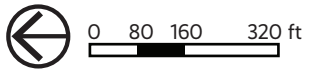




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

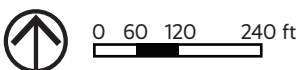
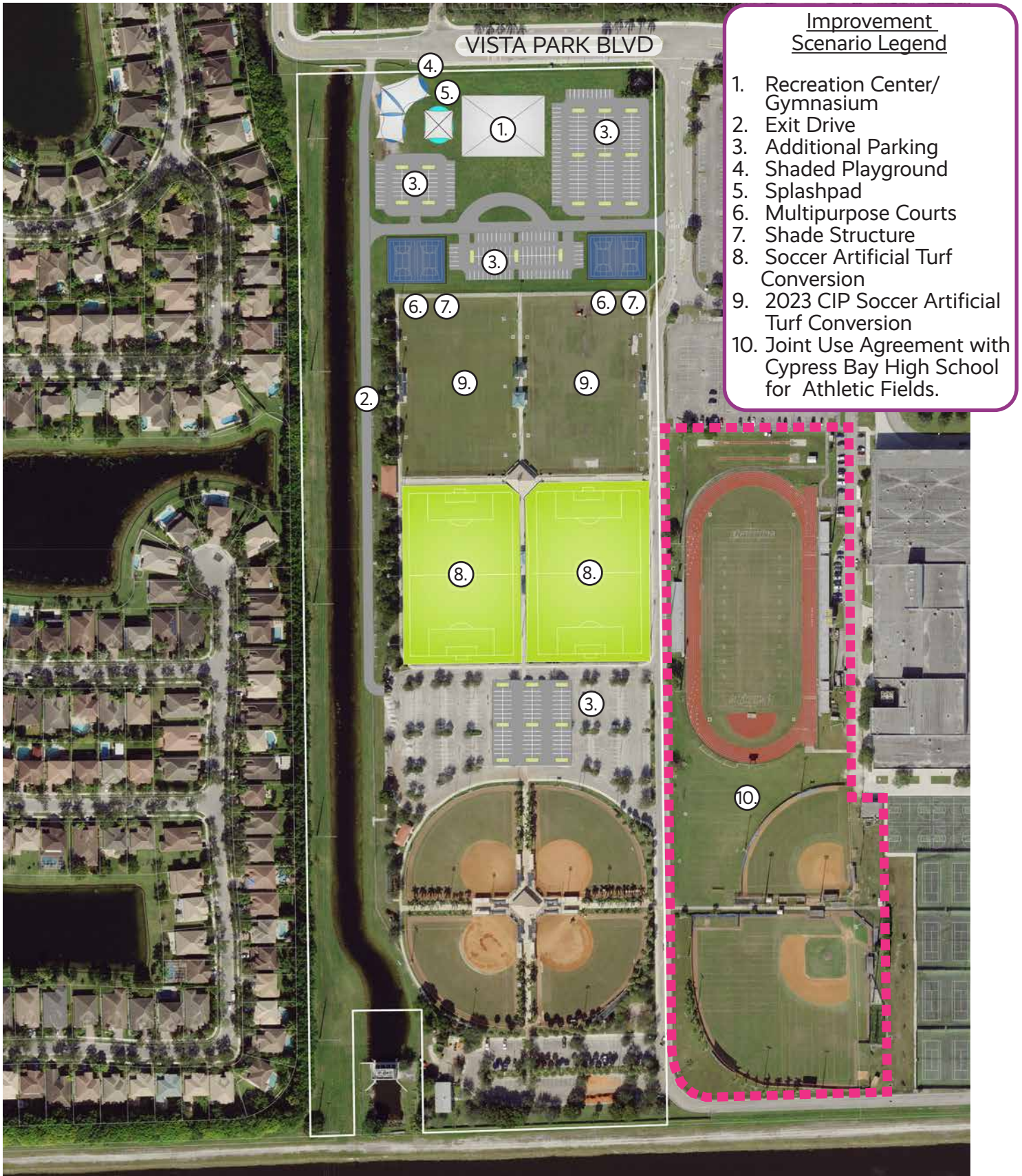
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario





Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





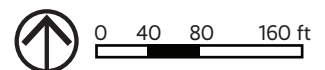


### Eagle Point Park Improvement Scenario



**Improvement Scenario Legend**

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

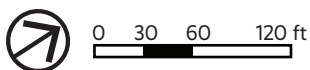




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court







<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.

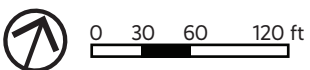


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.



## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

1. Locker Room
2. Services Yard
3. Multipurpose Artificial Turf Fields
4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
5. Nature Walk







<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.



## Country Isles Park Improvement Scenario







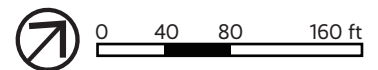
<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.



## Gator Run Park Improvement Scenario







<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

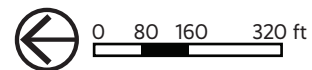
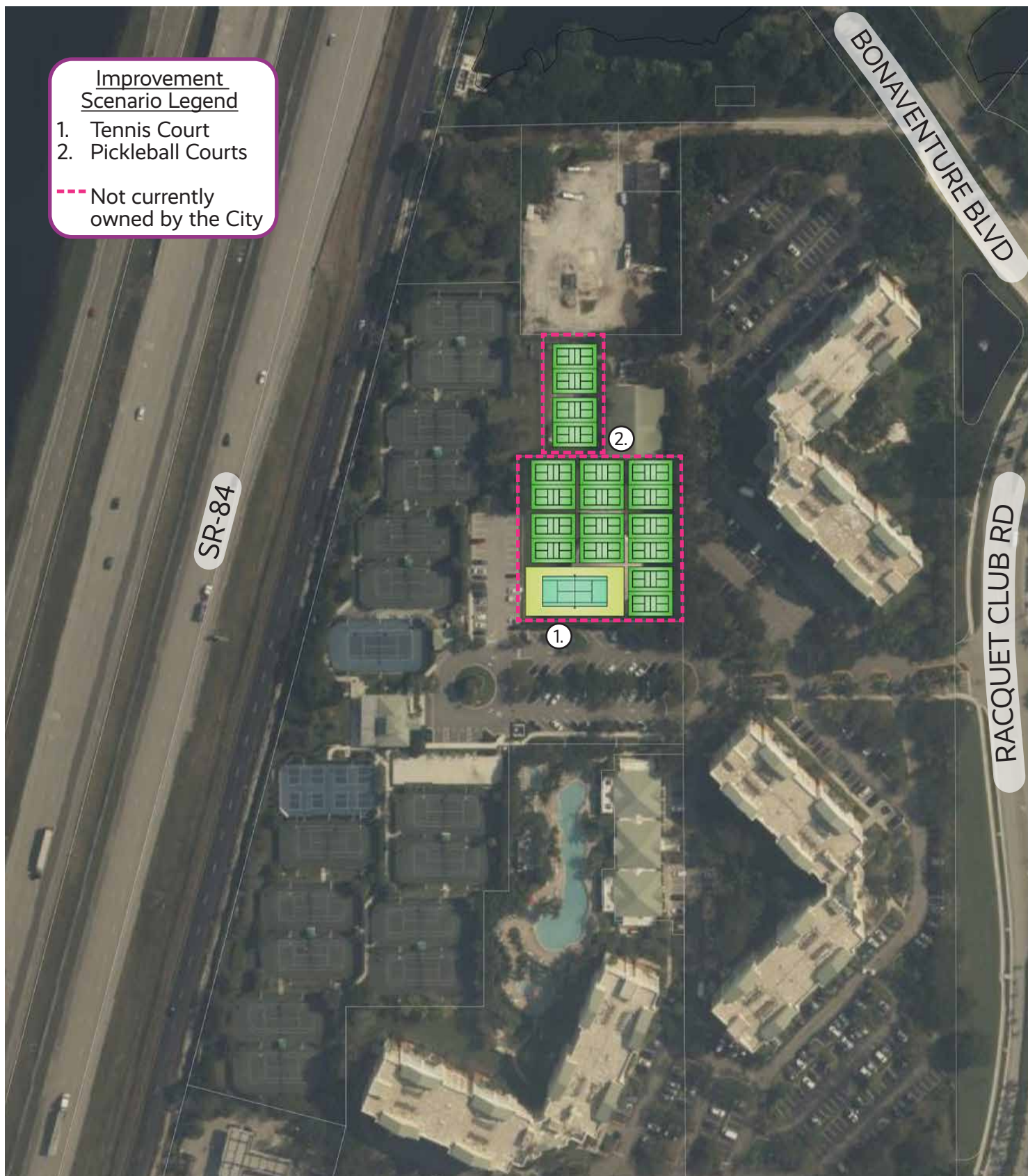
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.10: Gator Run Park Improvement Scenario Cost.





# Weston Racquet Improvement Scenario







<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.





Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply





with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers







should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

#### Department of Business & Professional Regulation:

The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).





Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00







Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





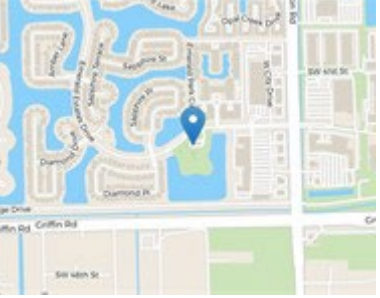

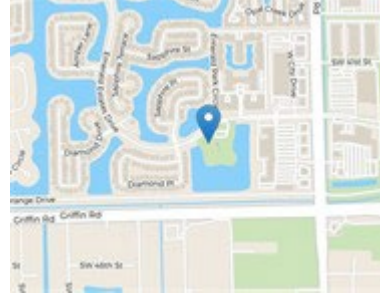

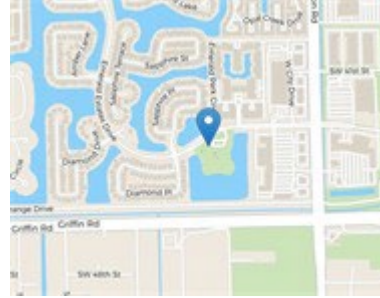

Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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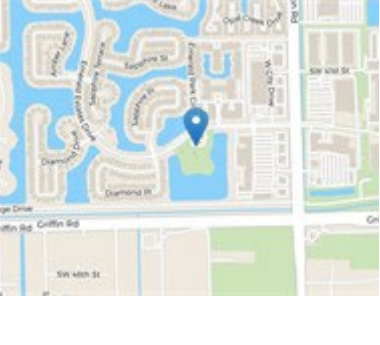

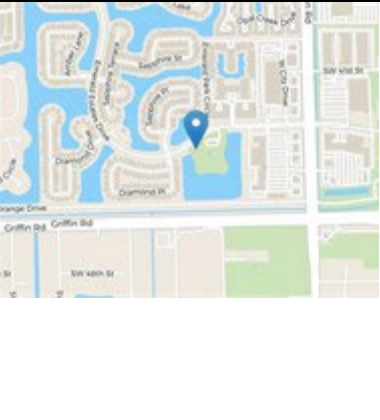

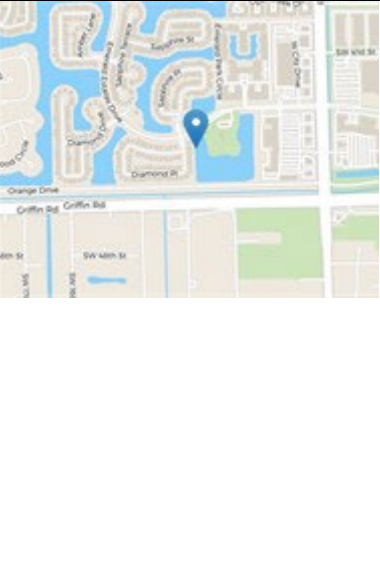



# ADA FIELD EVALUATION

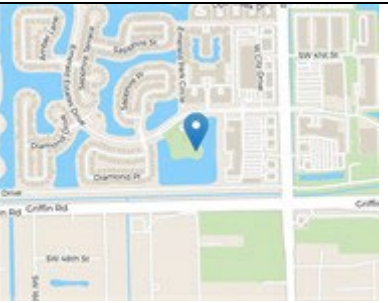

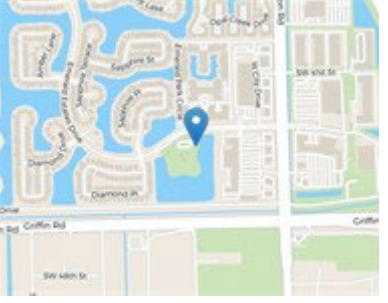

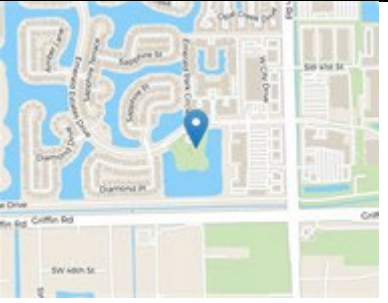

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

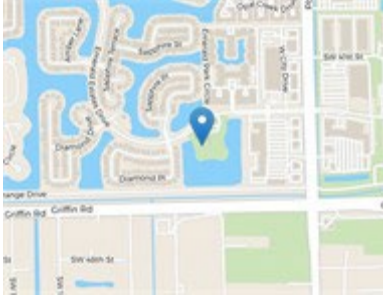

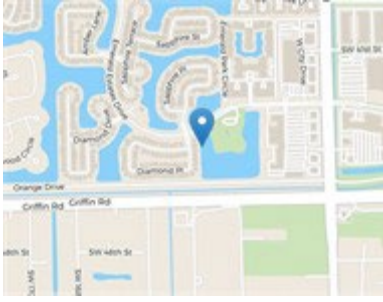

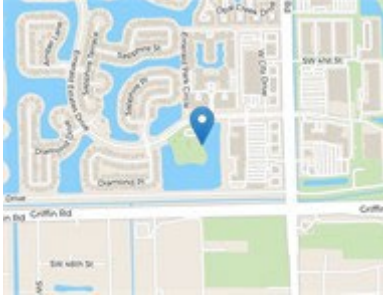

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

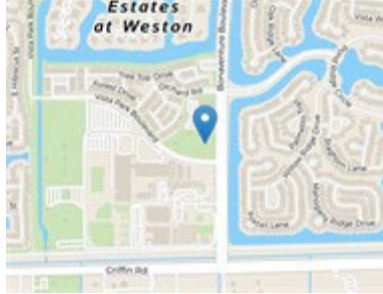





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			






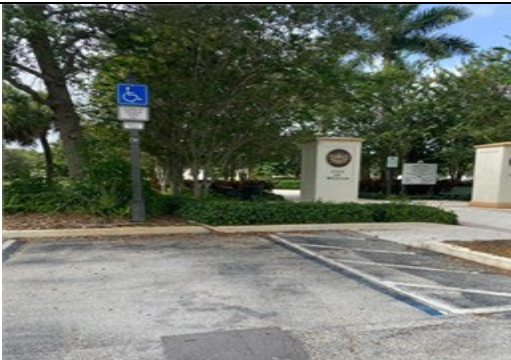

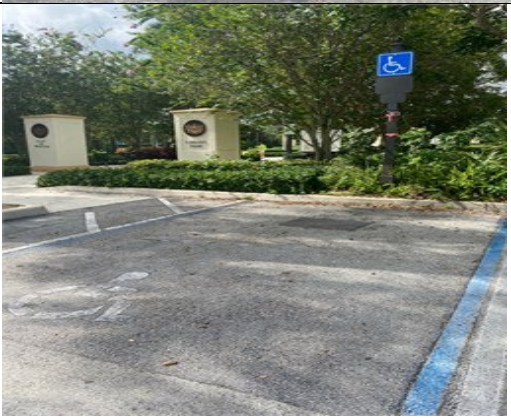
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	



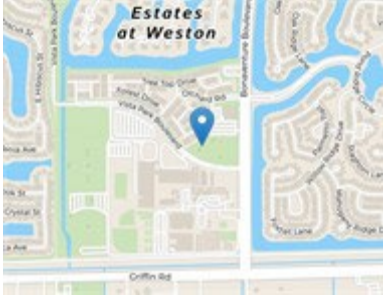




<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

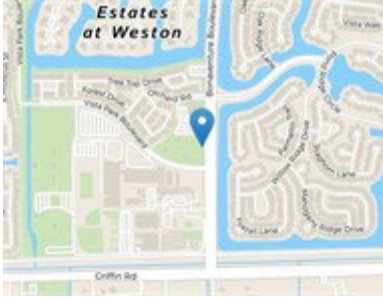





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



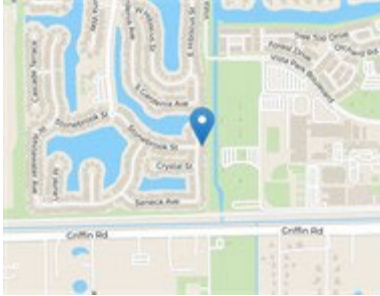

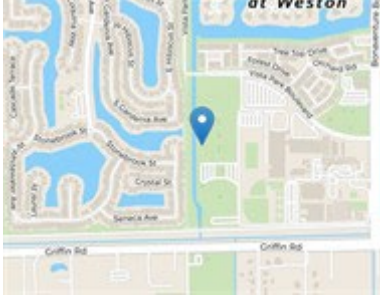

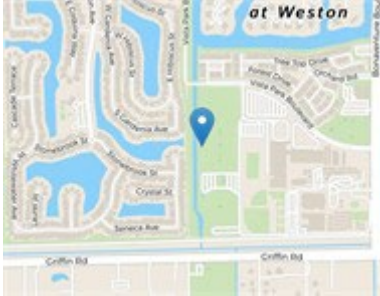

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



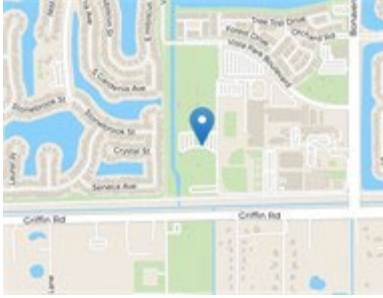

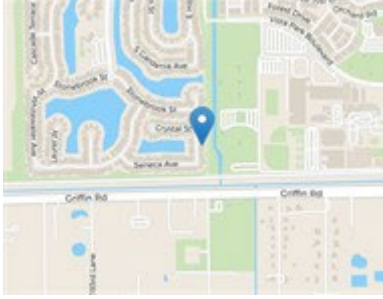


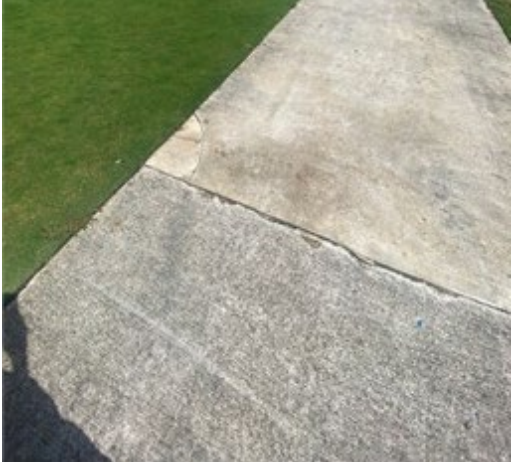
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





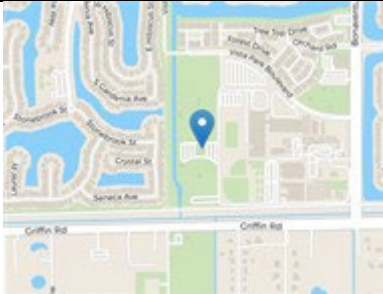

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





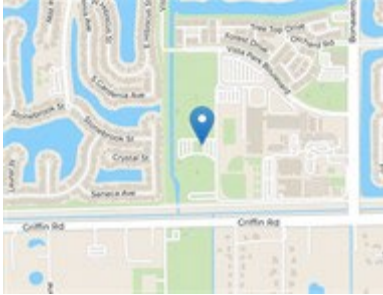

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





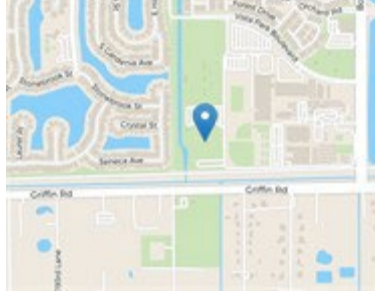



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	





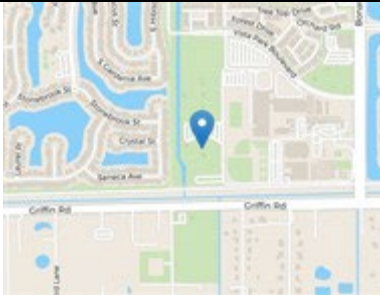


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	





<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



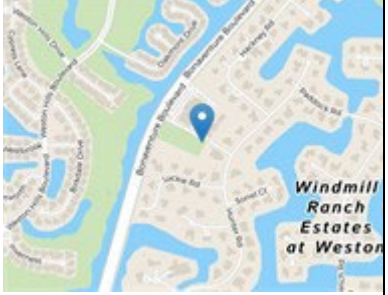



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			















<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				

<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

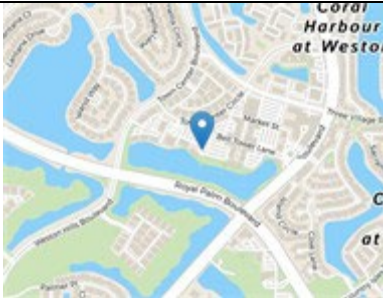

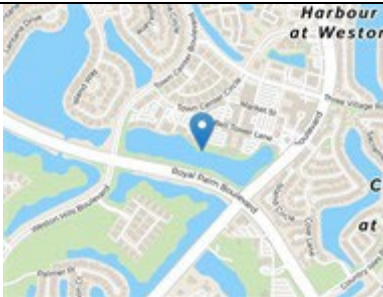

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




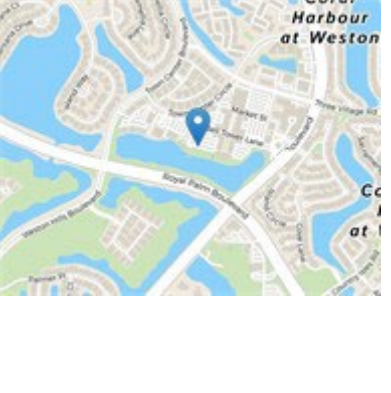

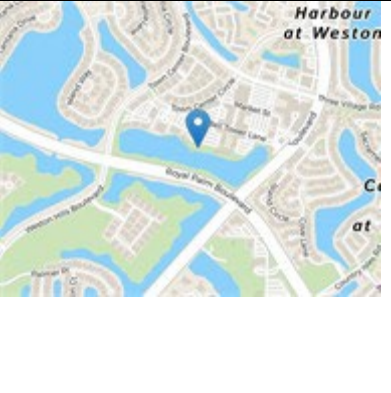

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

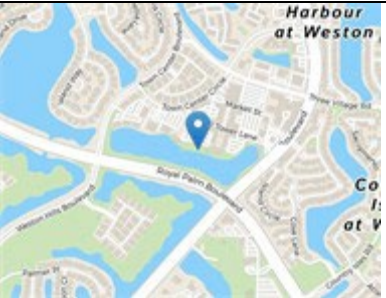

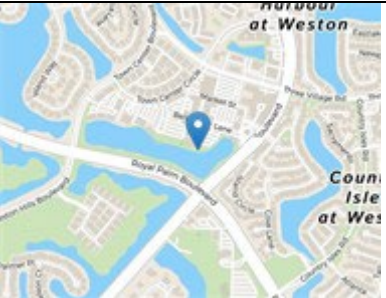

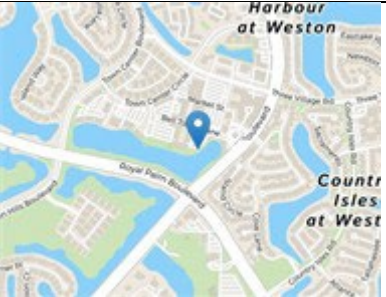

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	



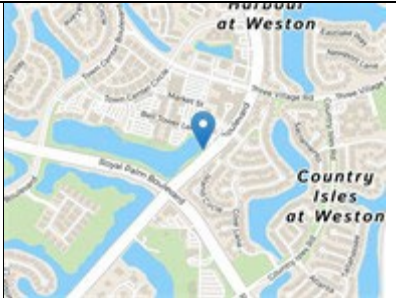



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



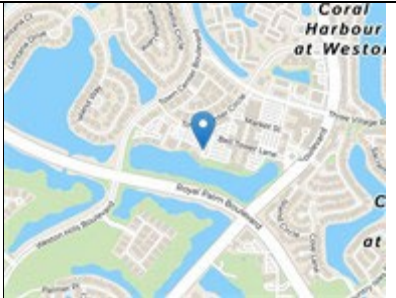

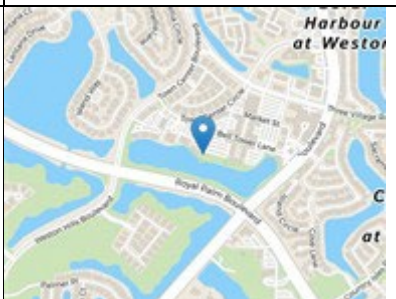

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





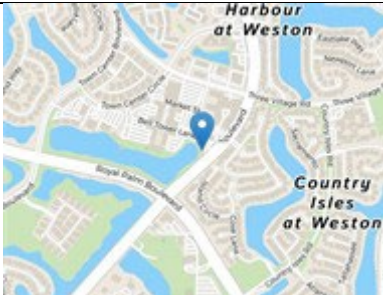

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




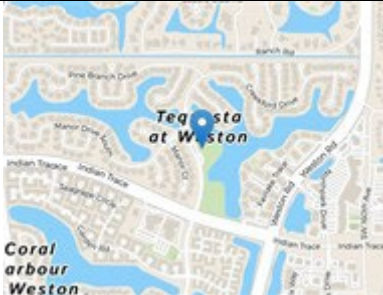
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



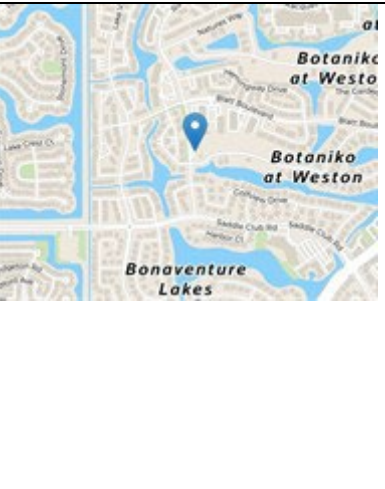

8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			





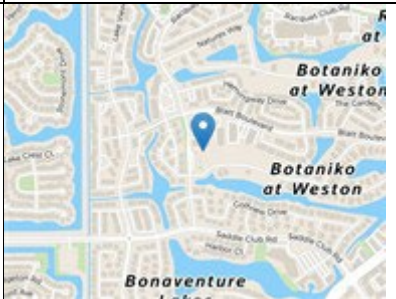



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




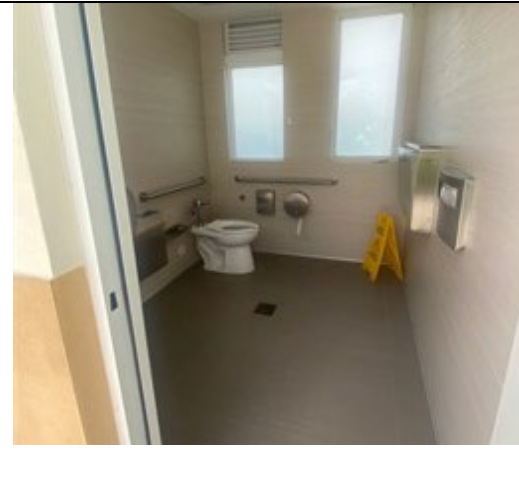




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

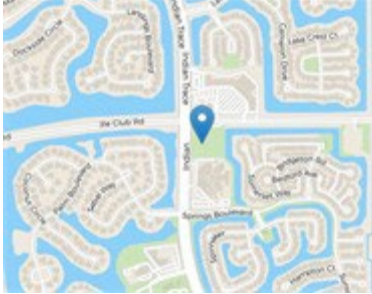



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			





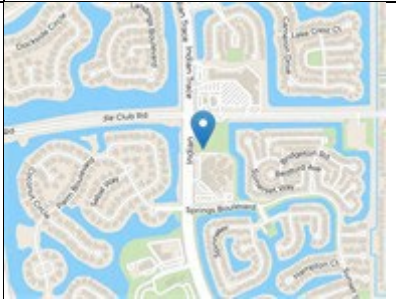

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




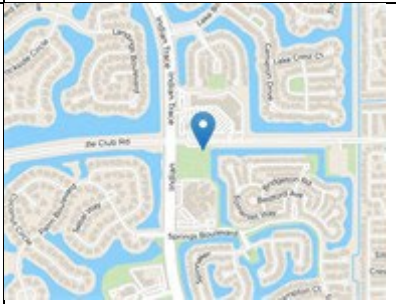


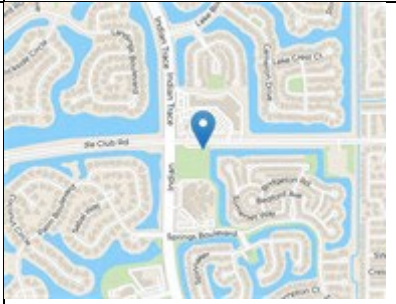

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


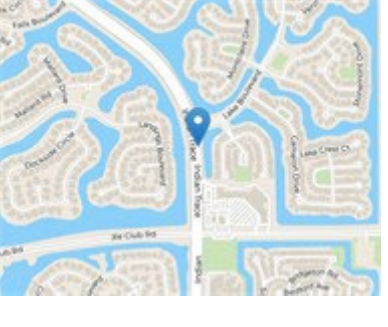

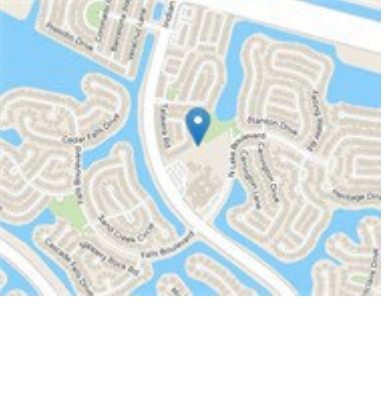

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



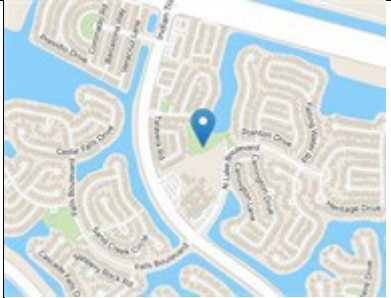

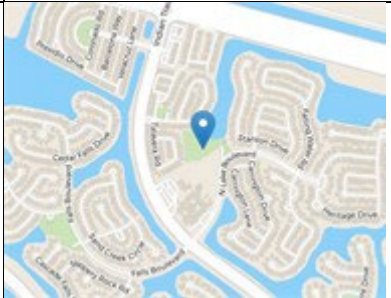

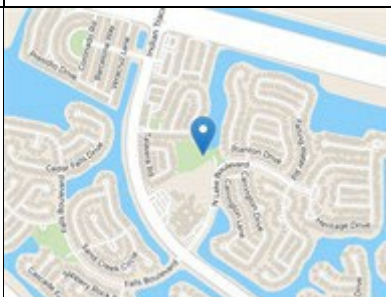

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



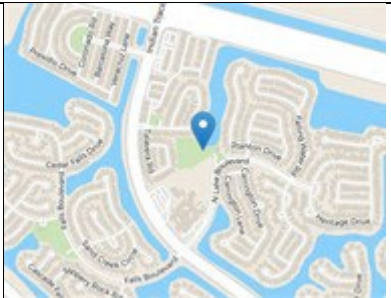

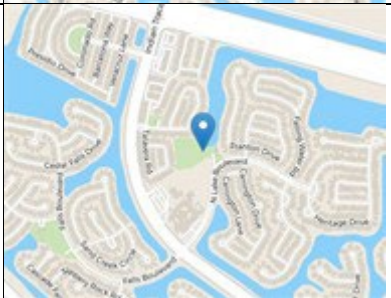


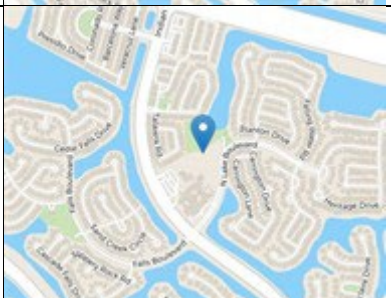

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

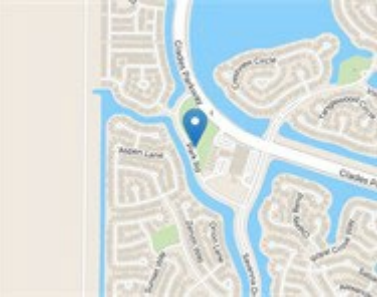

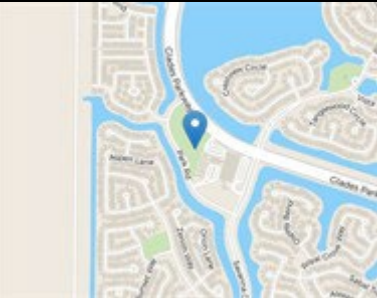

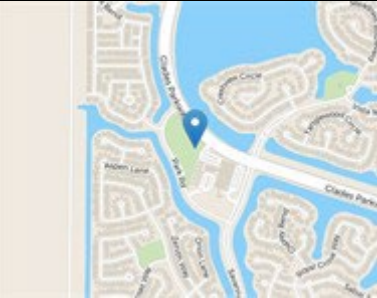

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



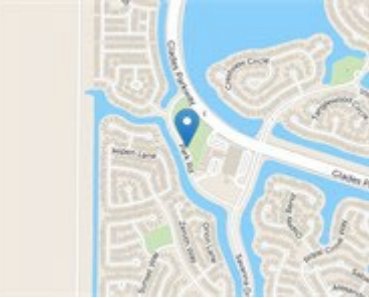

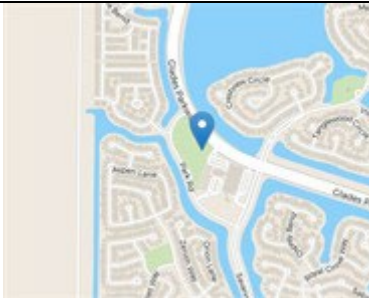


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


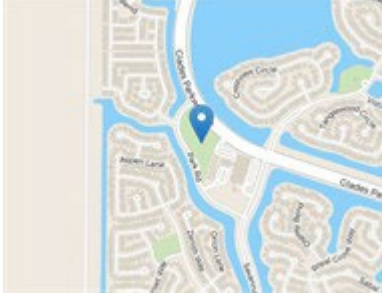

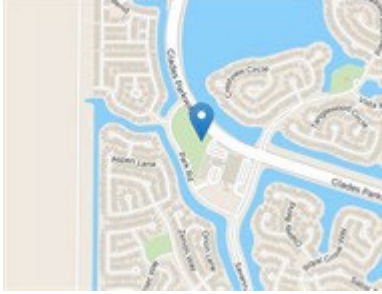



<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

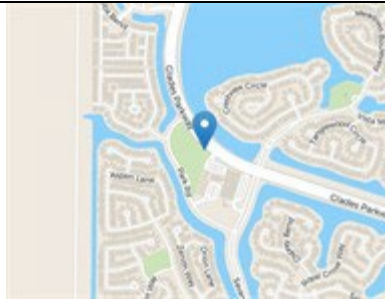

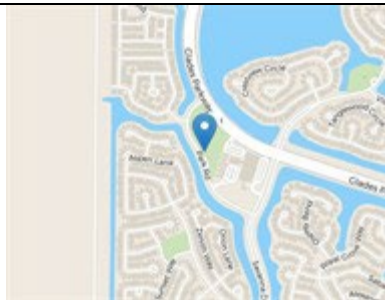
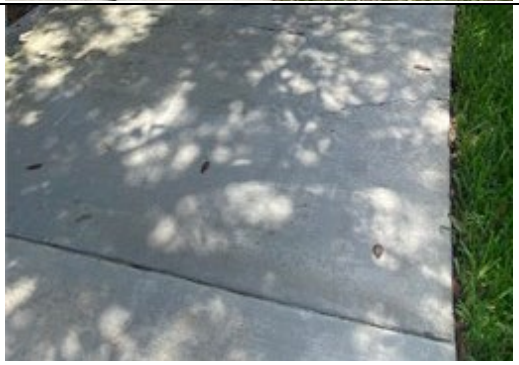
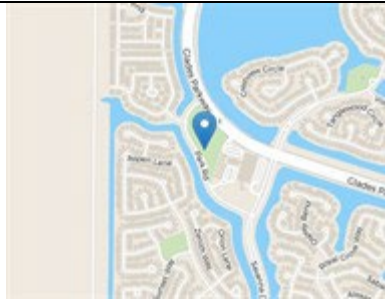



<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

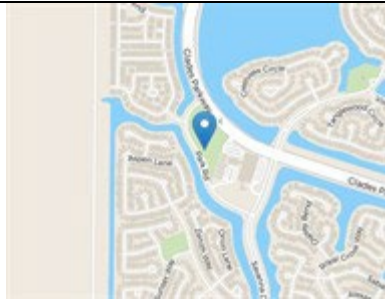

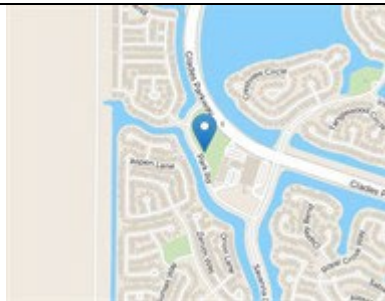

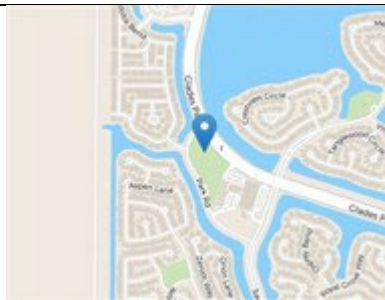

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


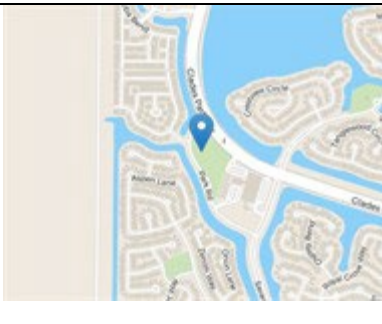
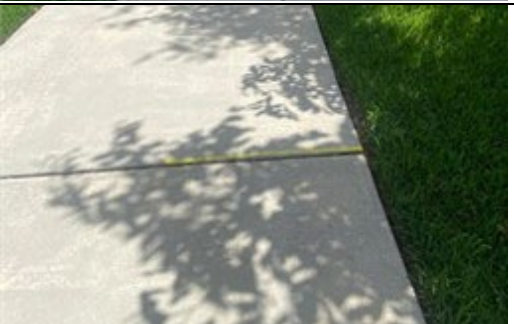
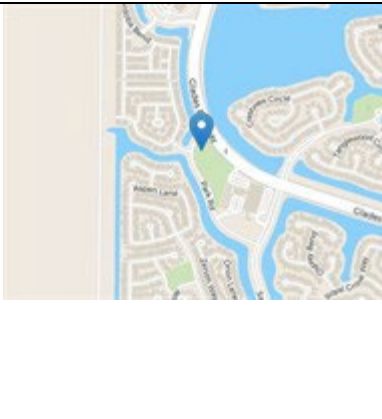



<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

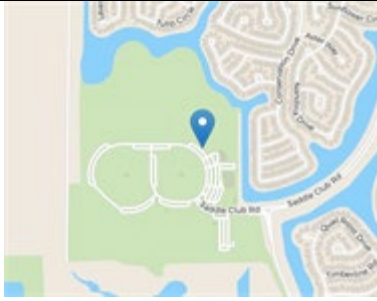

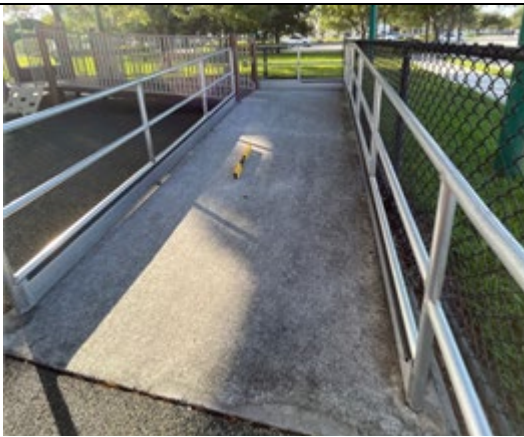

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

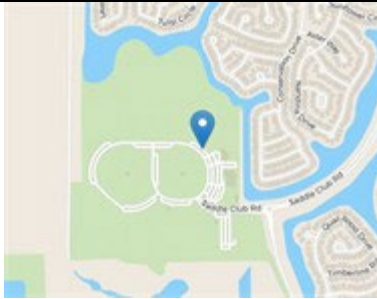

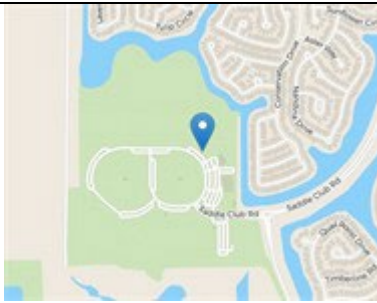

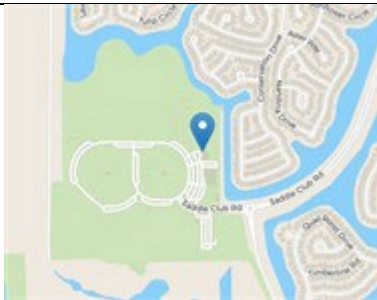

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



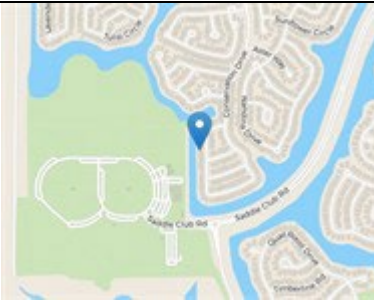

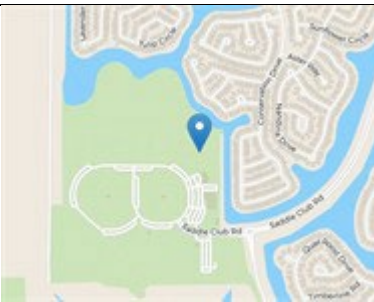



<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

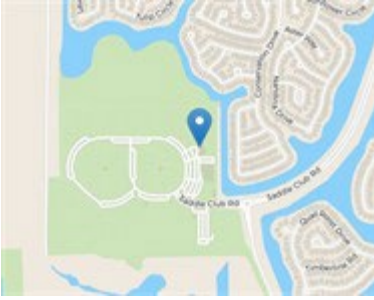

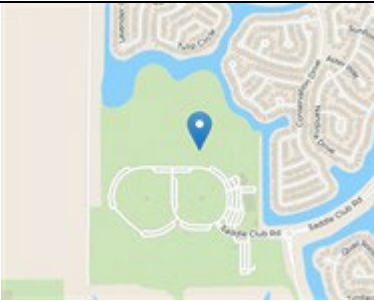

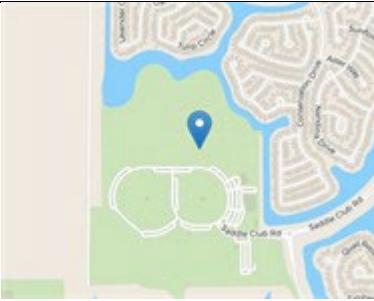

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

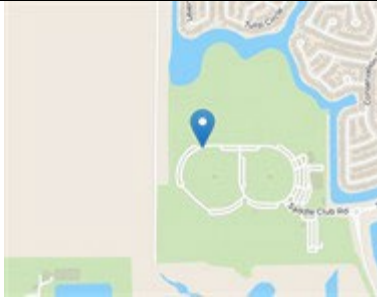


<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

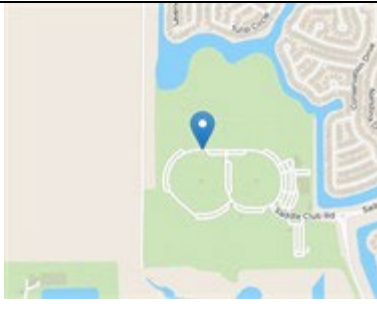

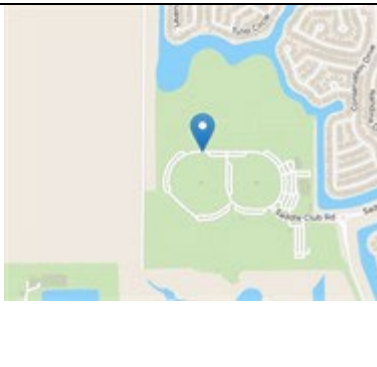

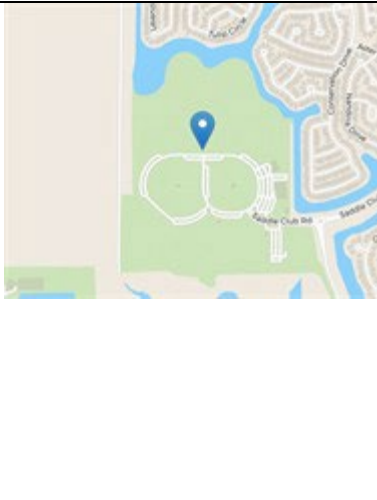
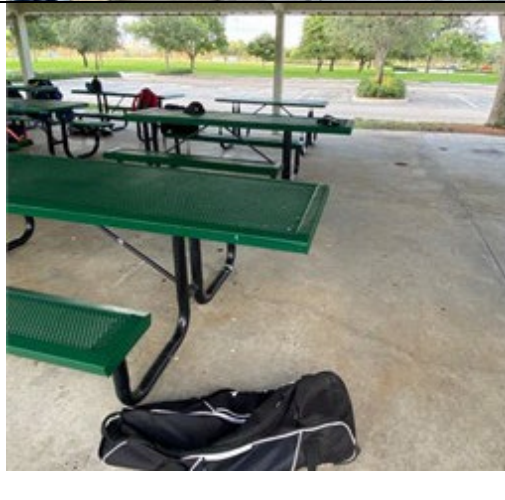
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

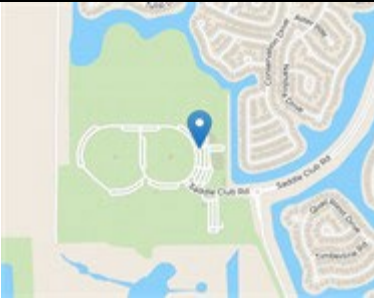

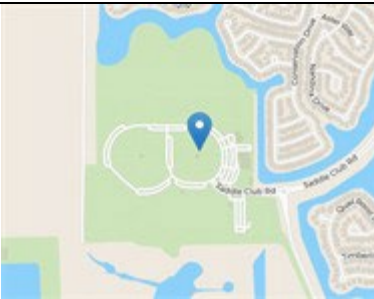

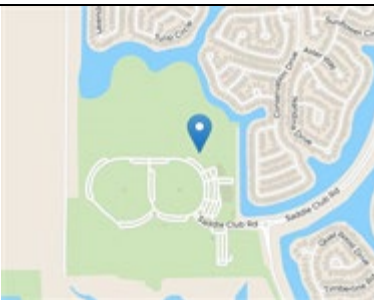



<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

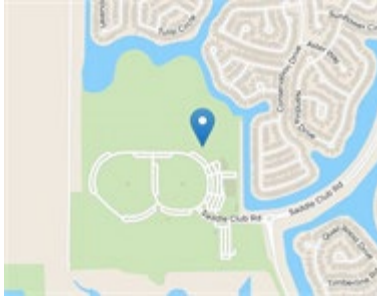


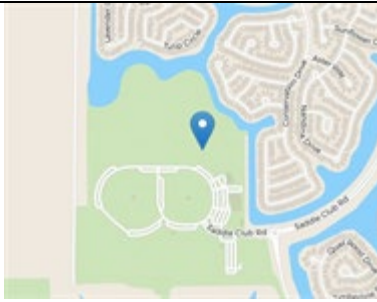

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

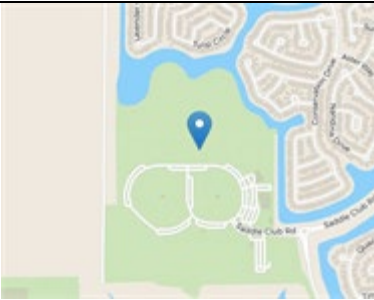


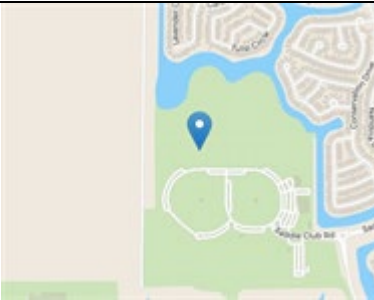



<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

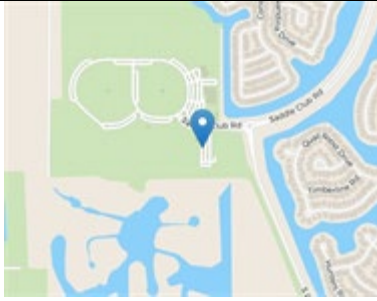

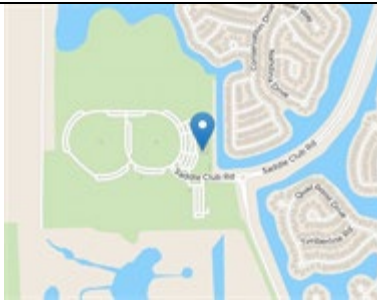

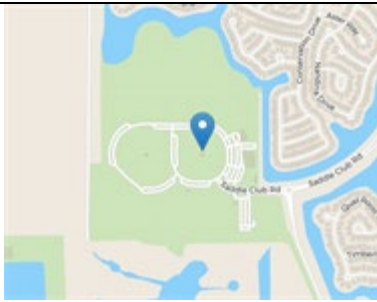

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


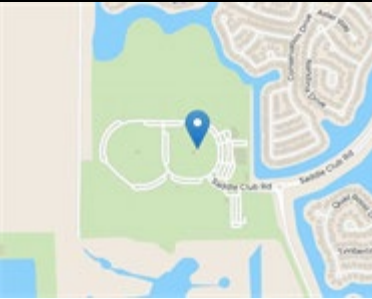



<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


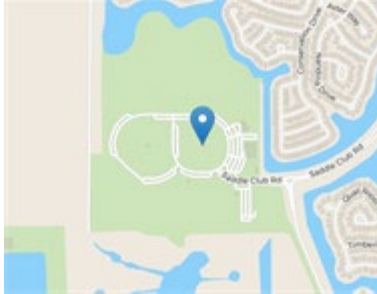

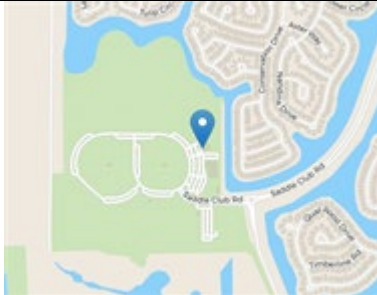

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

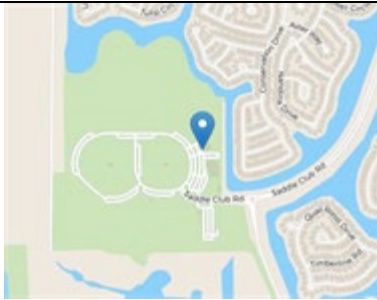

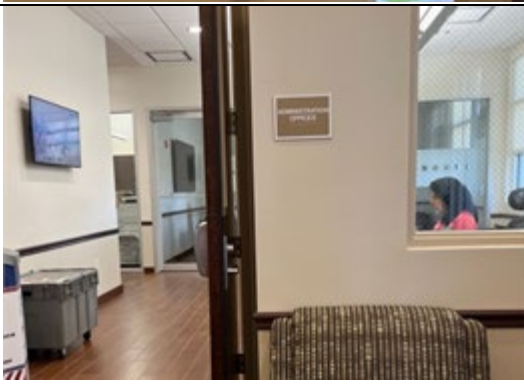
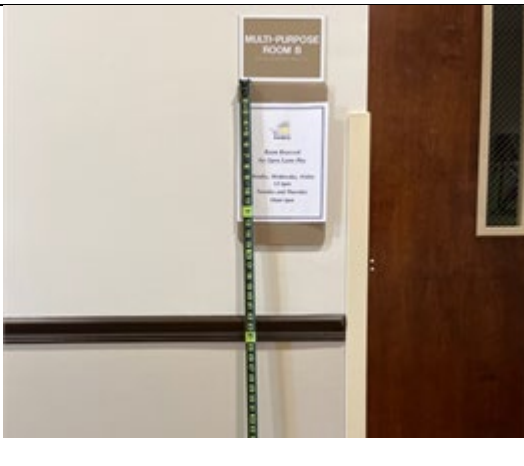


<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			


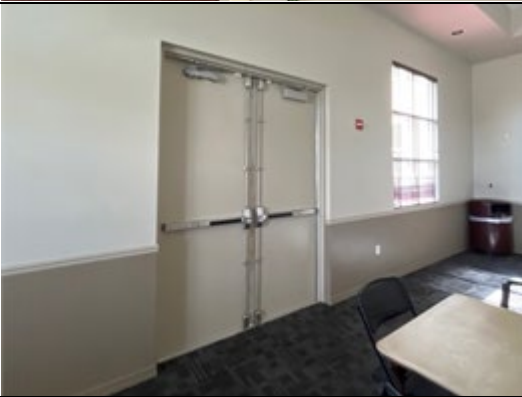
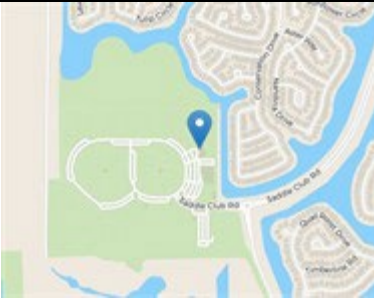
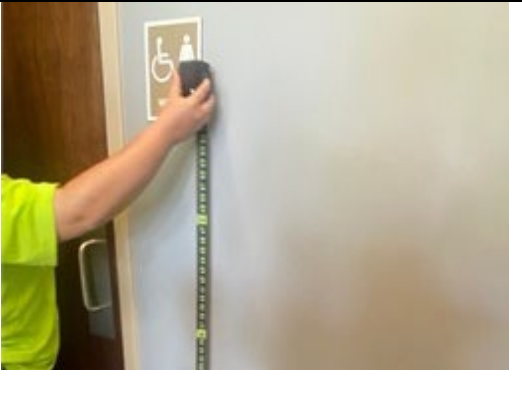


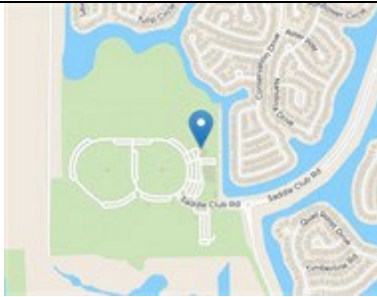
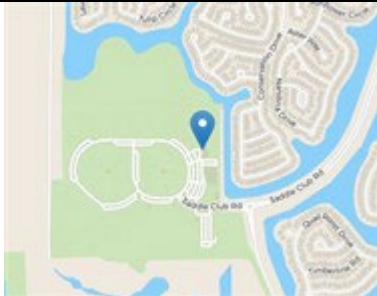

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	


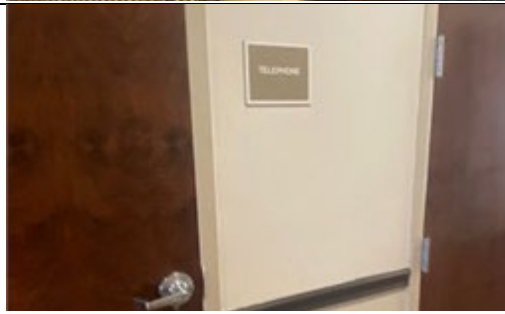



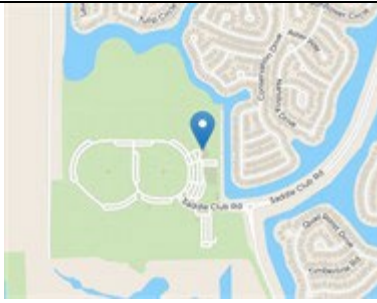

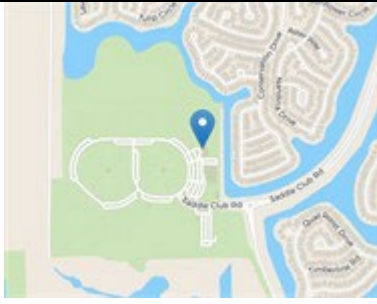

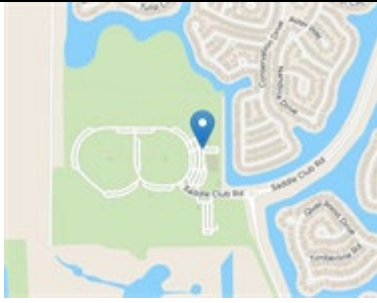

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

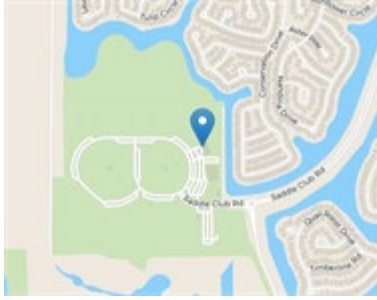
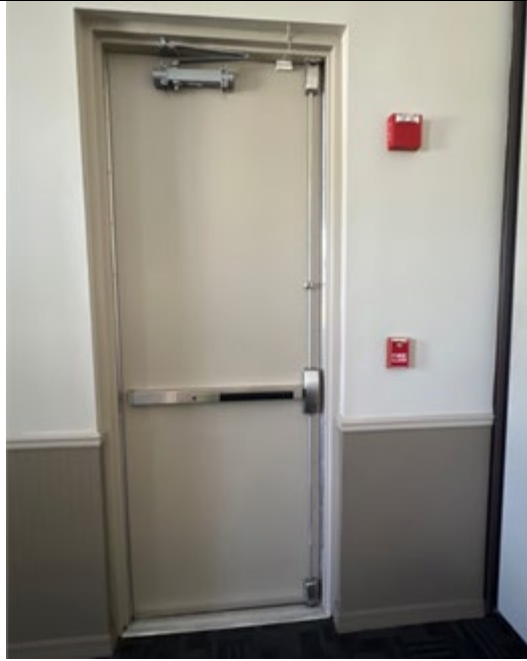
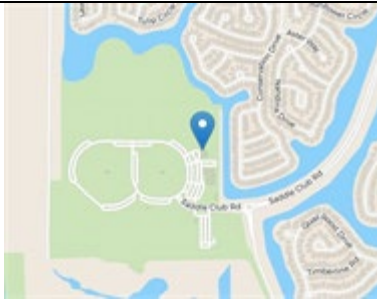

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

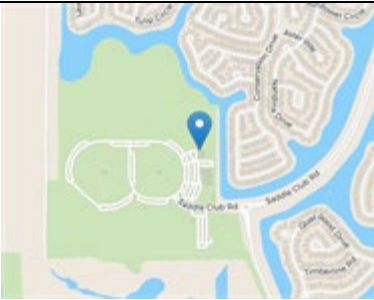

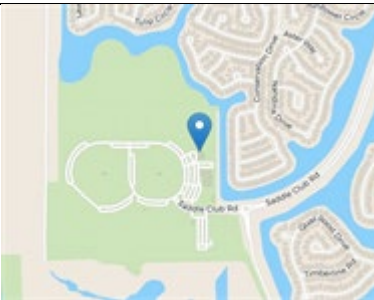



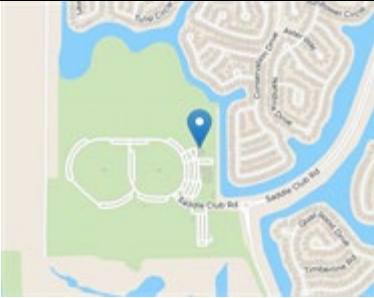


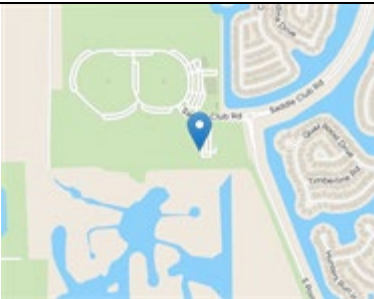

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

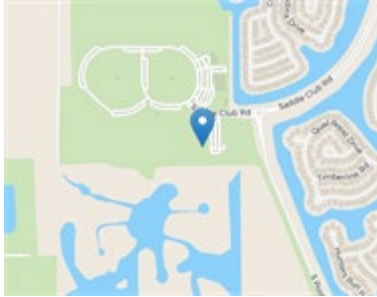

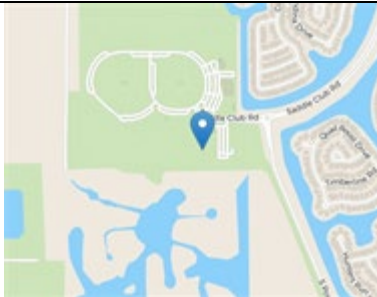

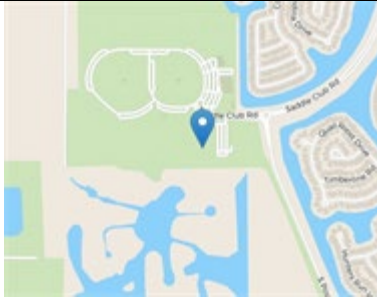

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

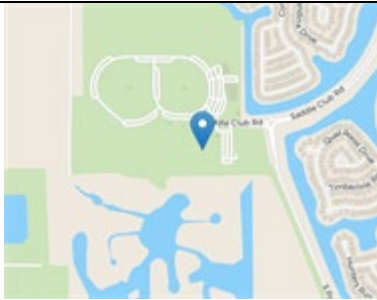


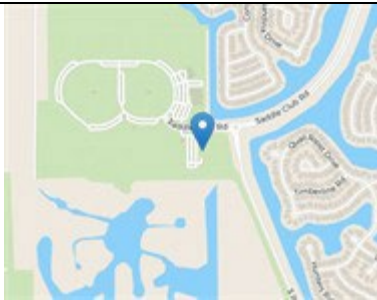



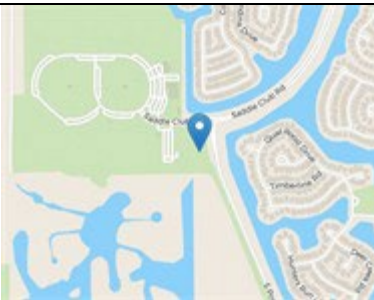

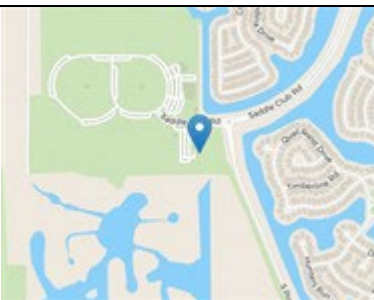

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

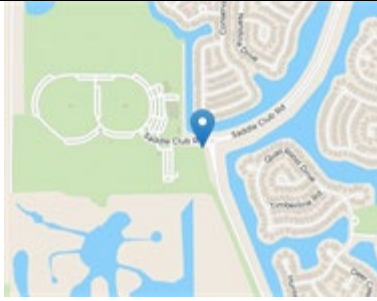


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

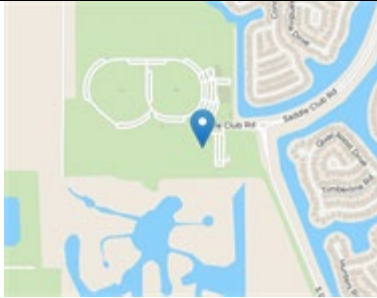

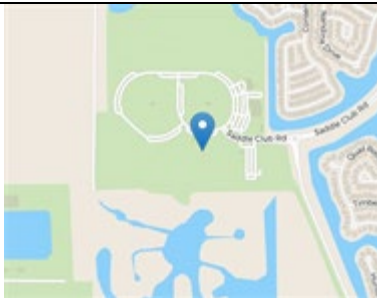



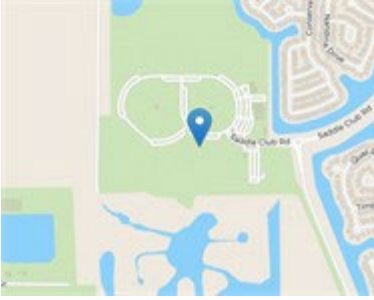

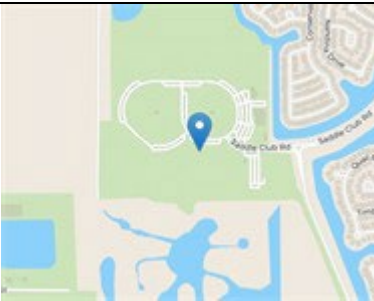



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

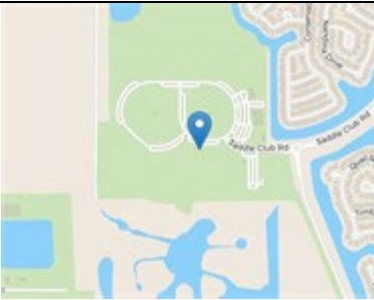

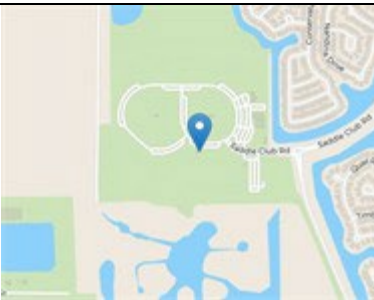

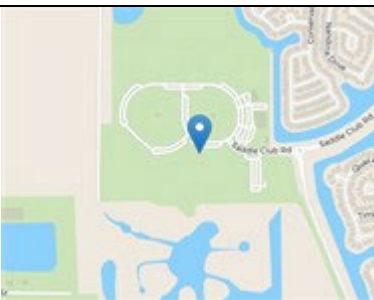

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

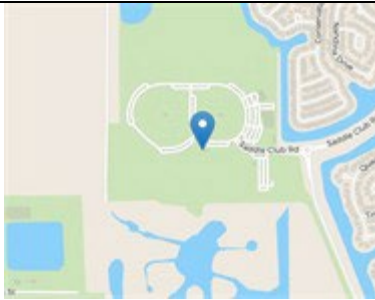

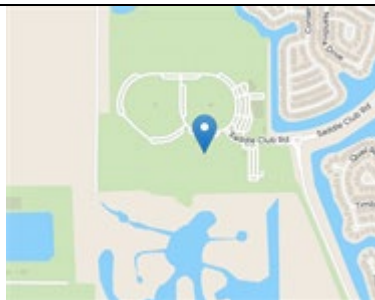



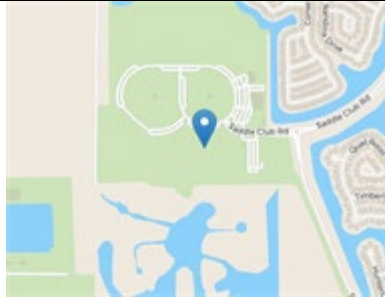

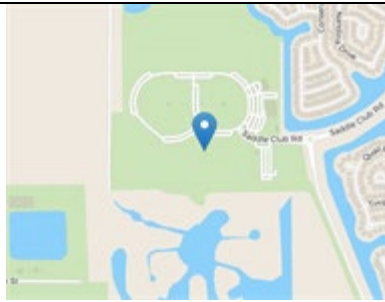

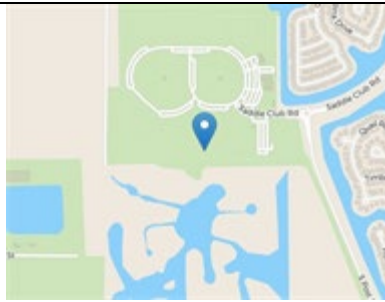
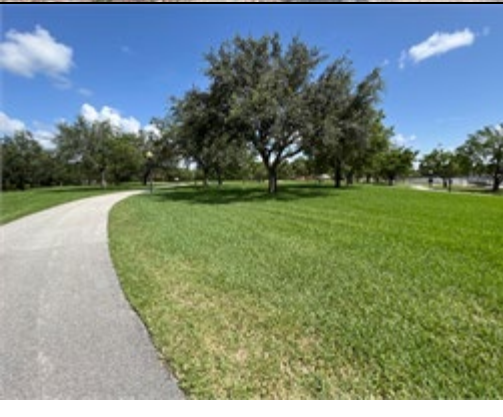
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

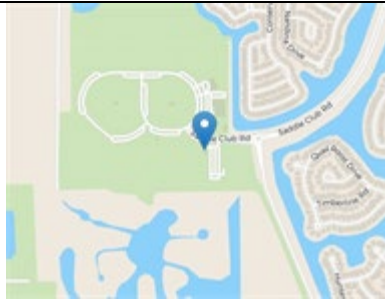

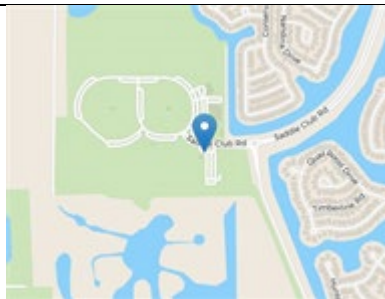

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



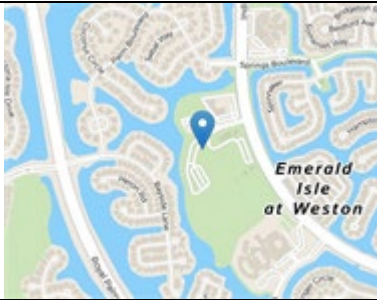

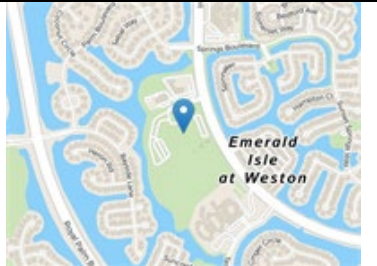

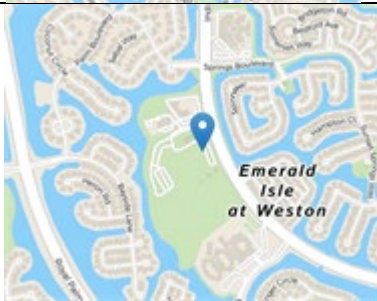



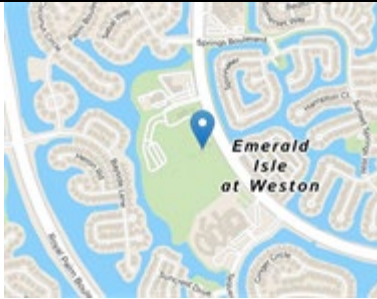

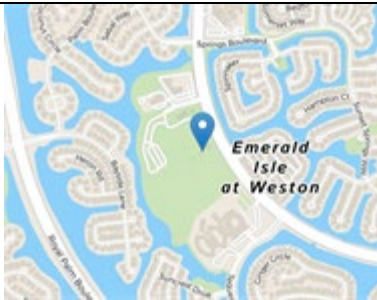



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			






<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





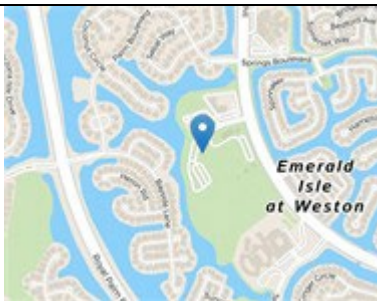



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


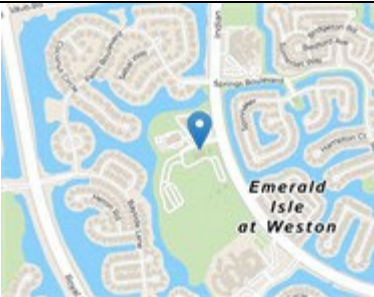



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

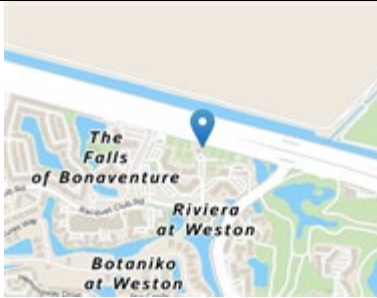

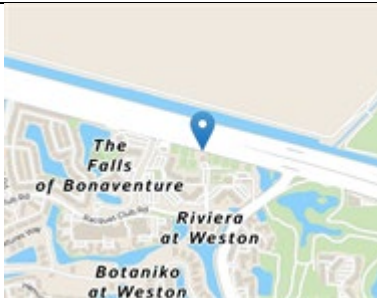



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



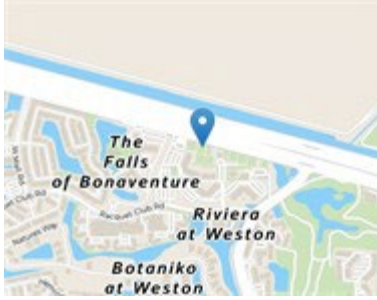

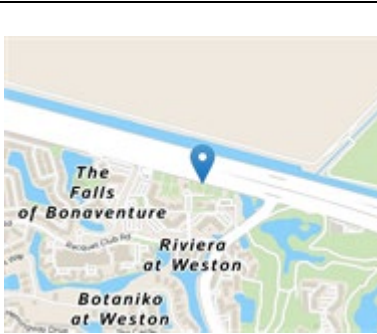

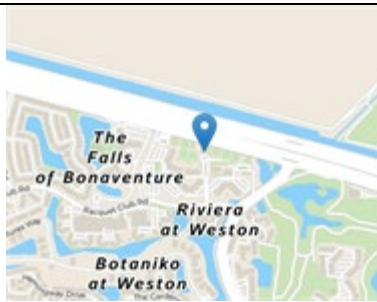
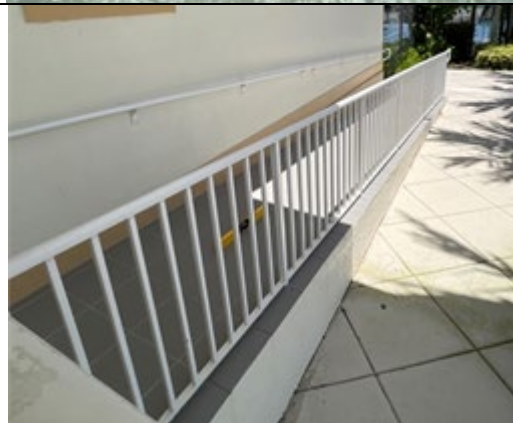
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



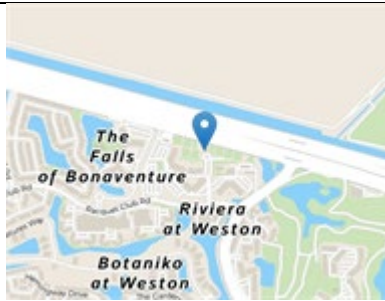

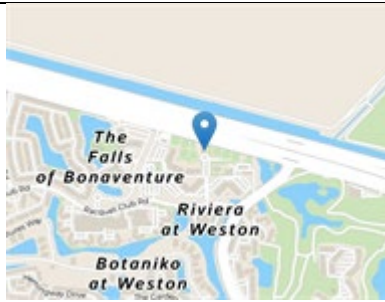

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

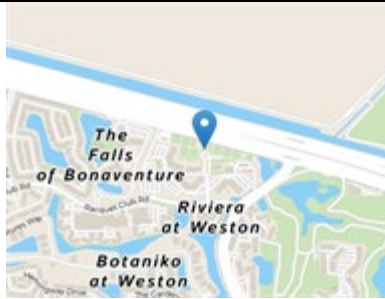

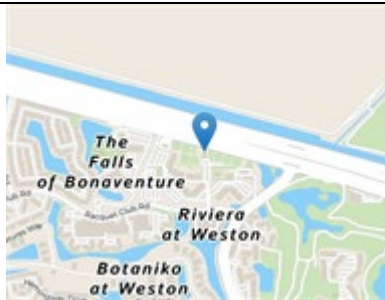

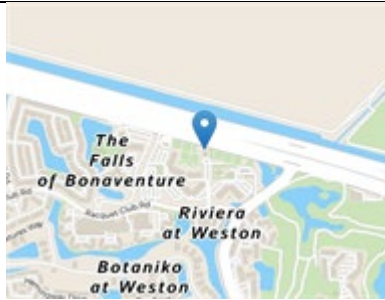



<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.







The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation







- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





# Appendix E. Schedule of Fees

## XV. PARKS AND RECREATION

### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**







## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

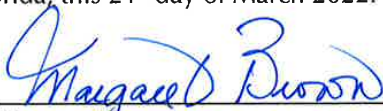
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

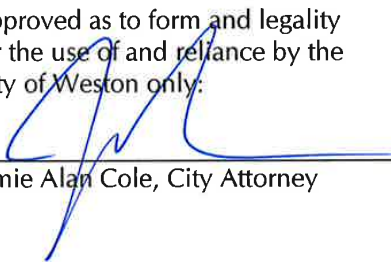
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

### 11. ALLIANCE RESPONSIBILITIES

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**







AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.







5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.





14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.







**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.







## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.





- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.







7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.







- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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**SECTION 8 – SPECIAL CONDITIONS**

None.

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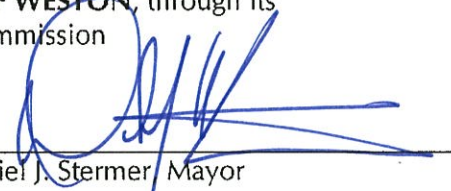




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

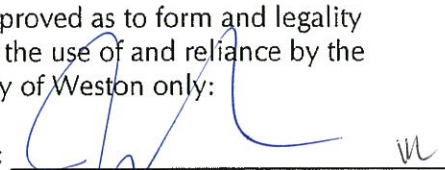
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

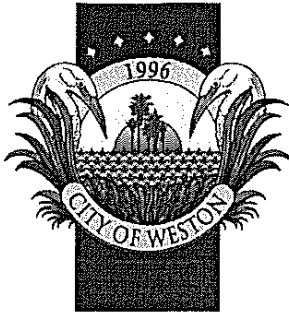
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

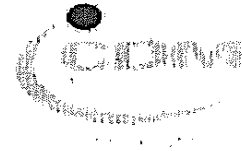
THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911







**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**





PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-RCS-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.





THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page







EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant’s liability to Landlord for damage to persons or property as well as an obligation to pay Landlord’s attorneys’ costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant’s interest in the Lease and the Improvements. Landlord’s buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant’s Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant’s Improvements. The Net Book Value of Tenant’s Improvements is basically Tenant’s capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line





basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the





Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.





(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures







of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.





(g) **Consultation.** If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) **Tenant Property.** Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) **Liens.** Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) **Required Governmental Permits and Approvals.** Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.





C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms





acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.







(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises





at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any





sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or







(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any





federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.





(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.





(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.







IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

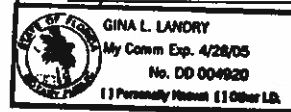
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8





**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and



WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.







3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this







Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001







# Eagle Point Park

City of Weston, Broward County, Florida

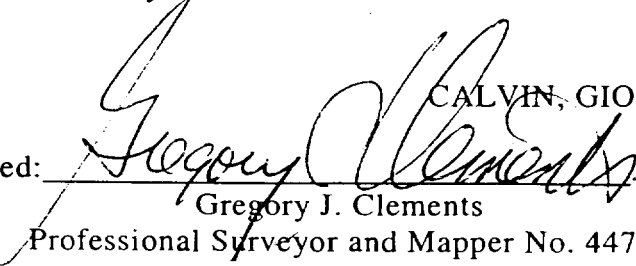
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

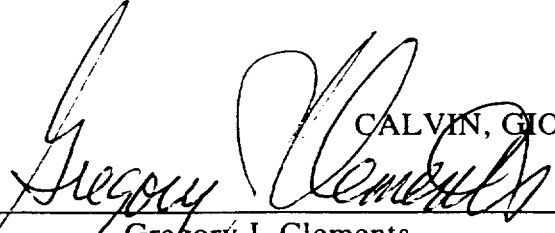
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





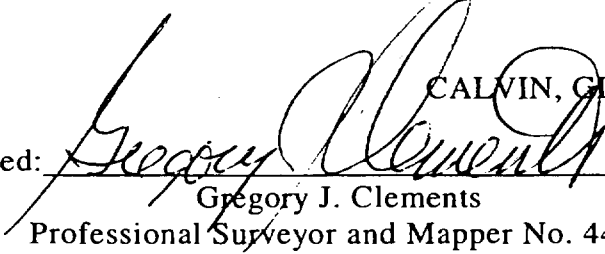
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

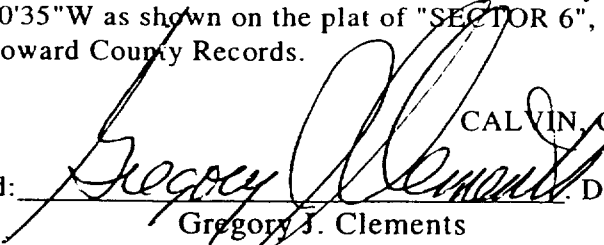
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



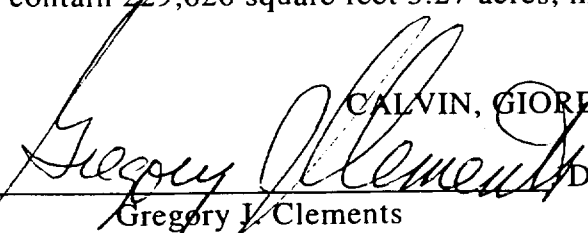
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida







# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

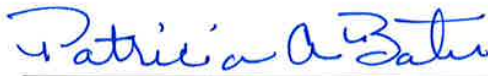
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

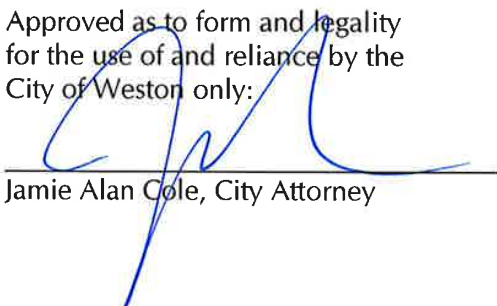
  
Margaret Brown, Mayor

ATTEST:



Patricia A. Bates, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*





**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.







CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.







Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.







**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

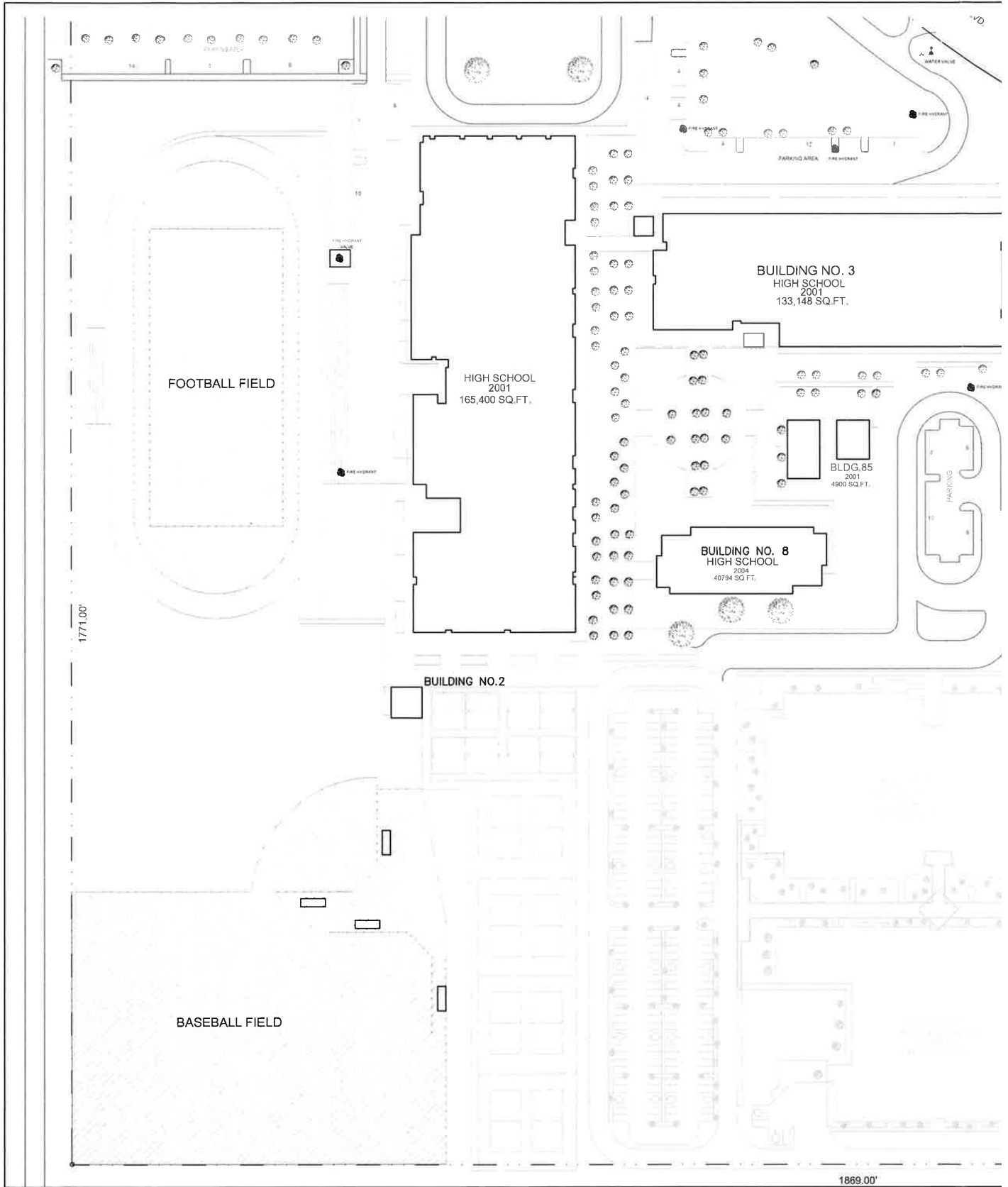
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

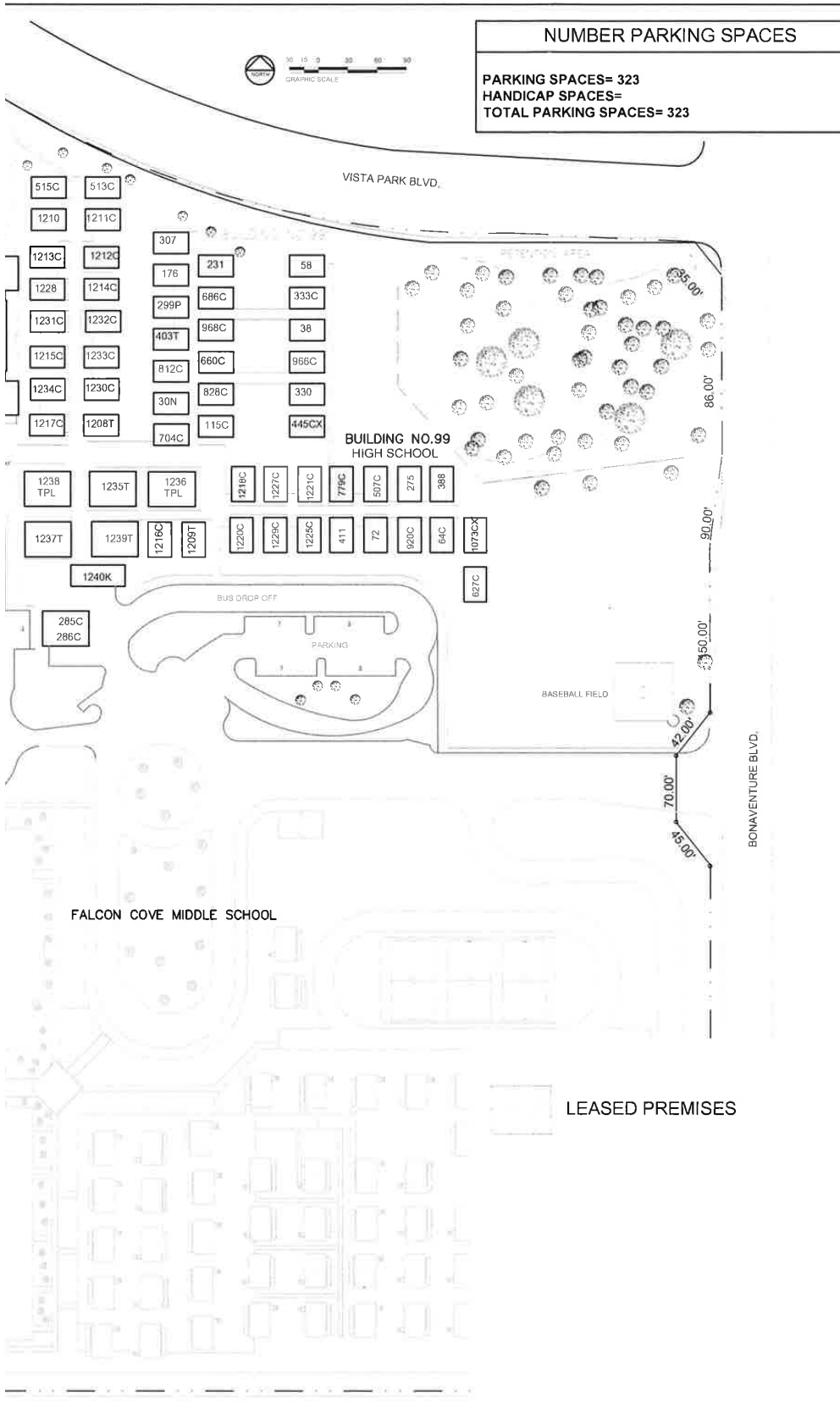
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**







EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve Disapprove

Name

Title

Date

Signature:

Approve Disapprove

RATIONALE FOR DISAPPROVAL



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## Appendix K. Public Survey





# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON



# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

# Living in Weston

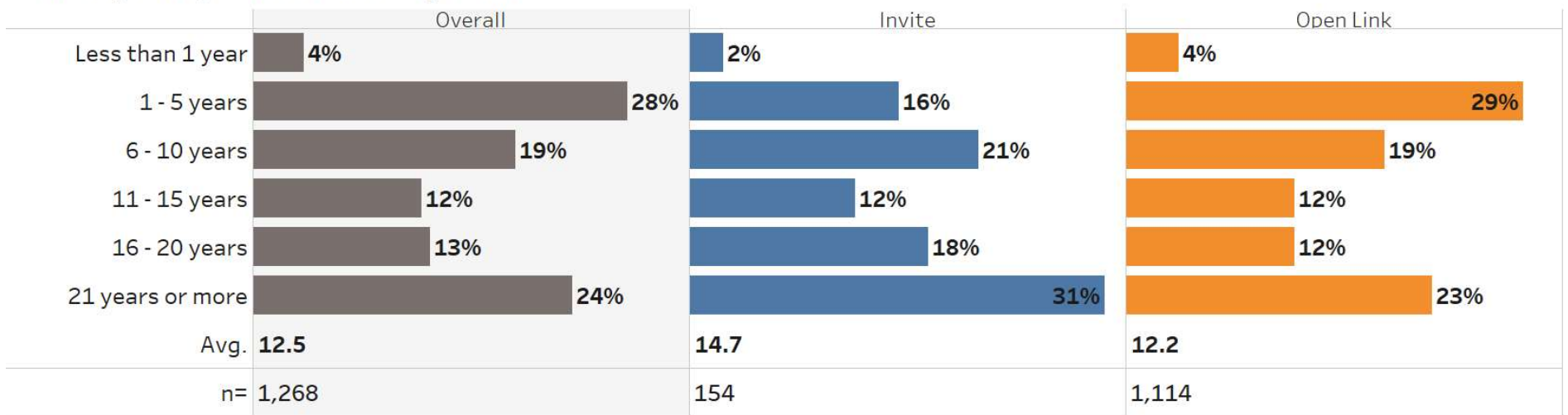




# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

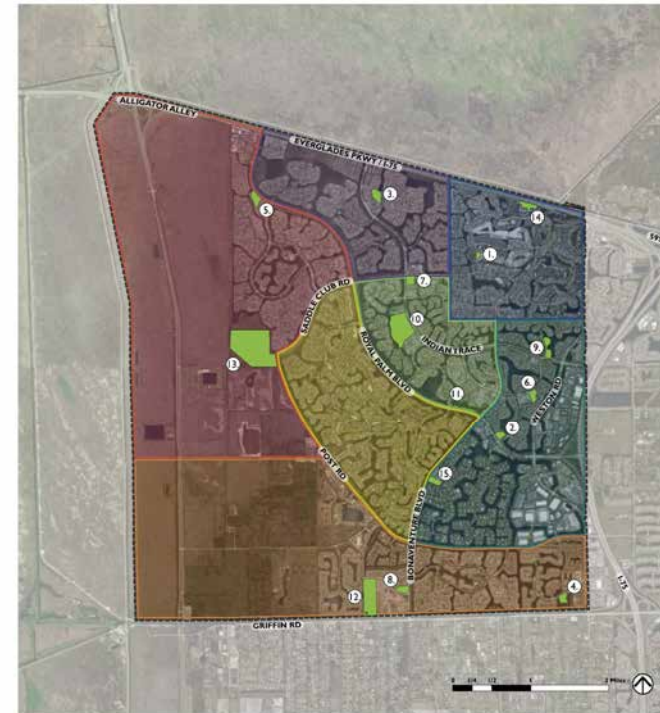
Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



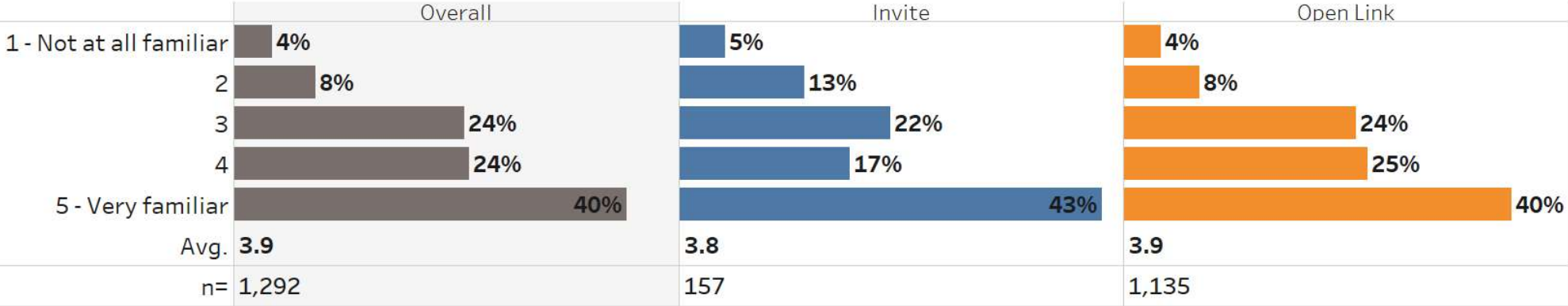
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

# Current Usage

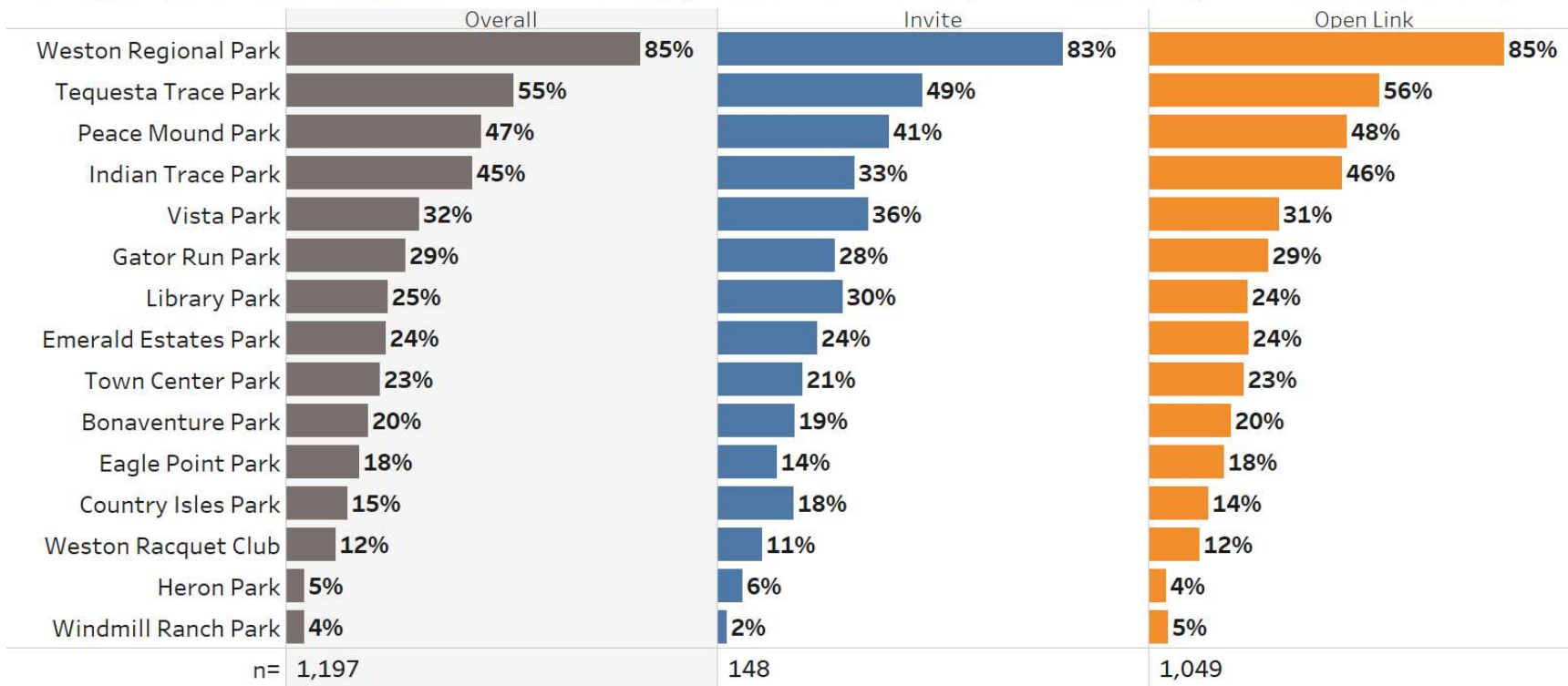




# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

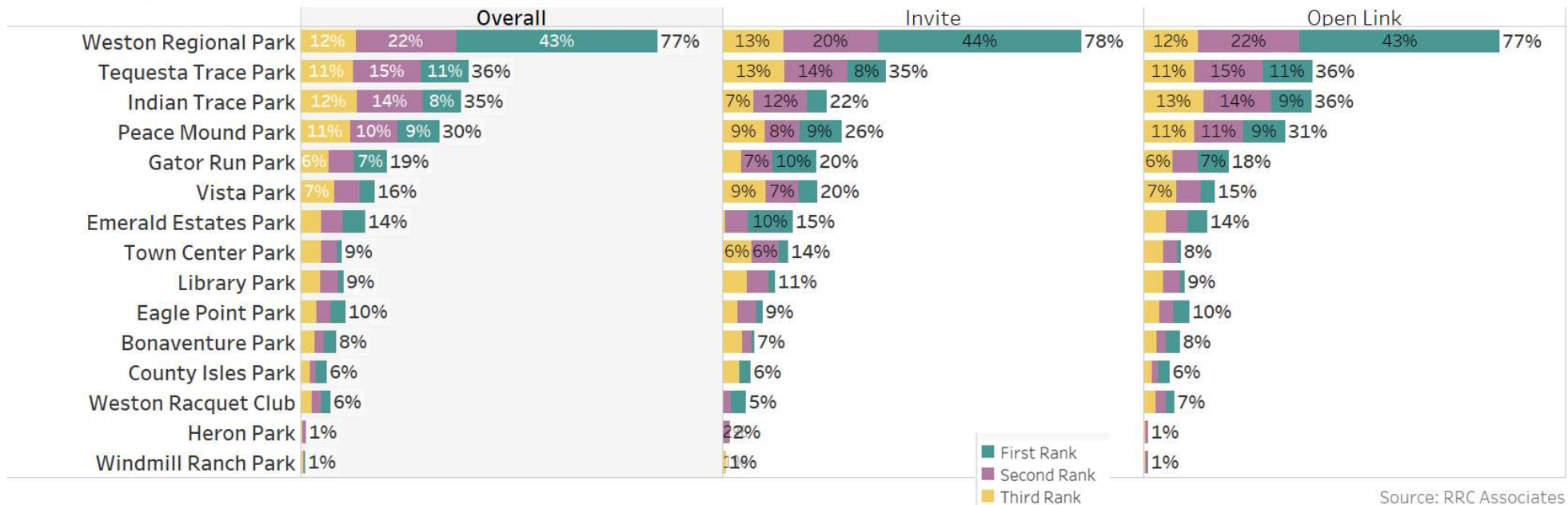


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

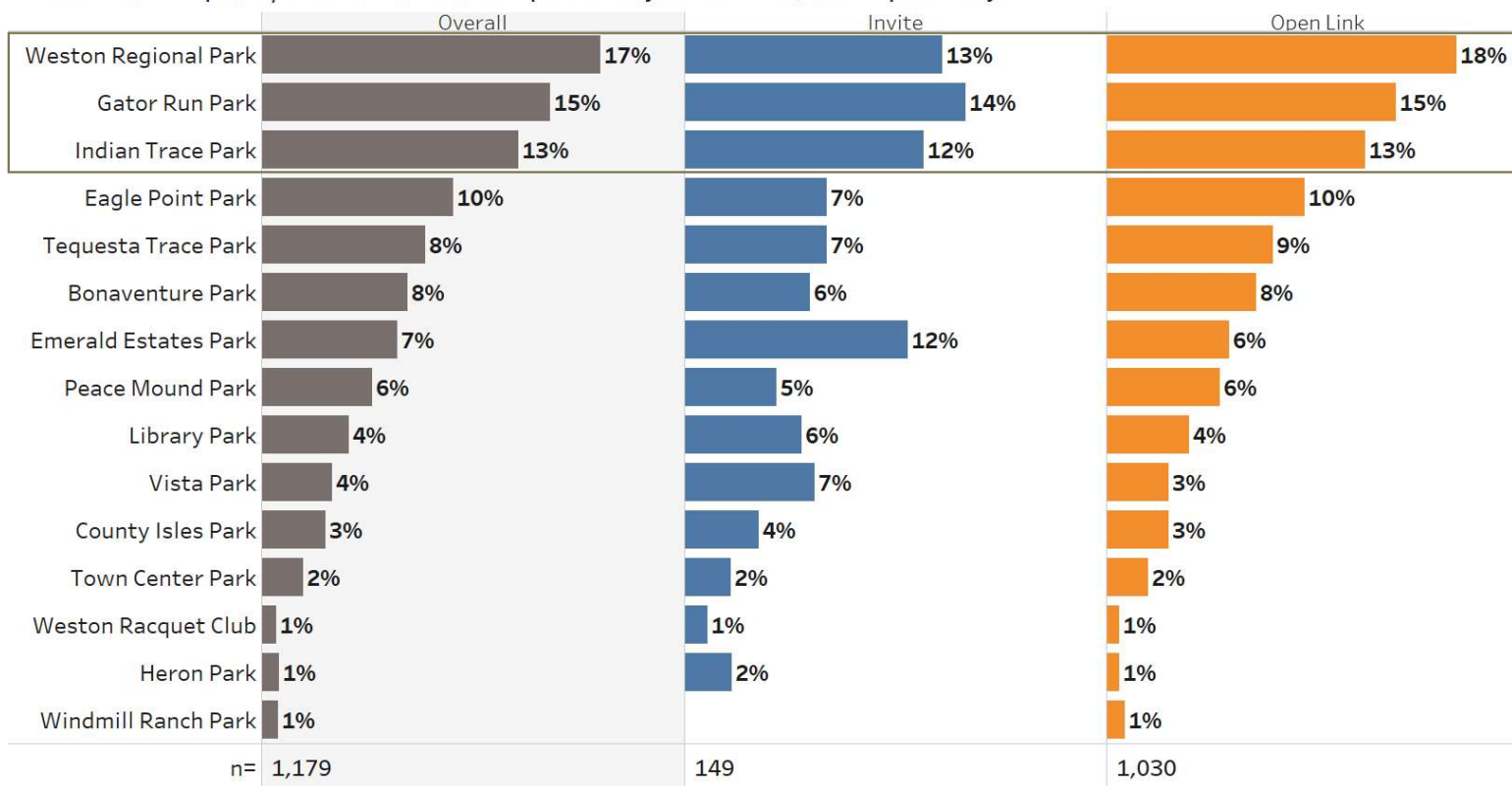


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

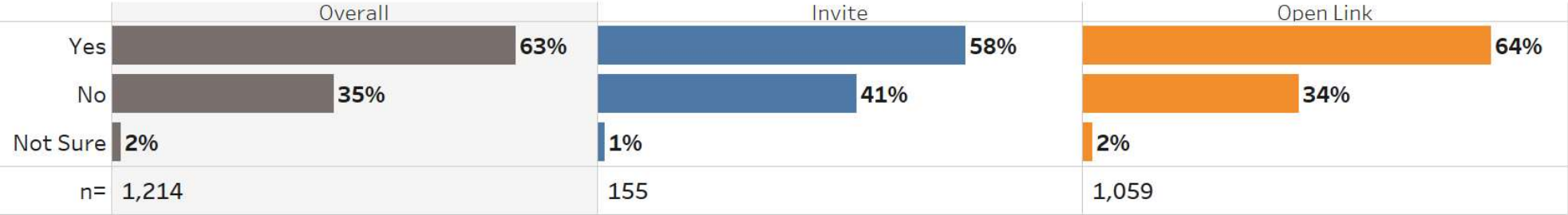


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?

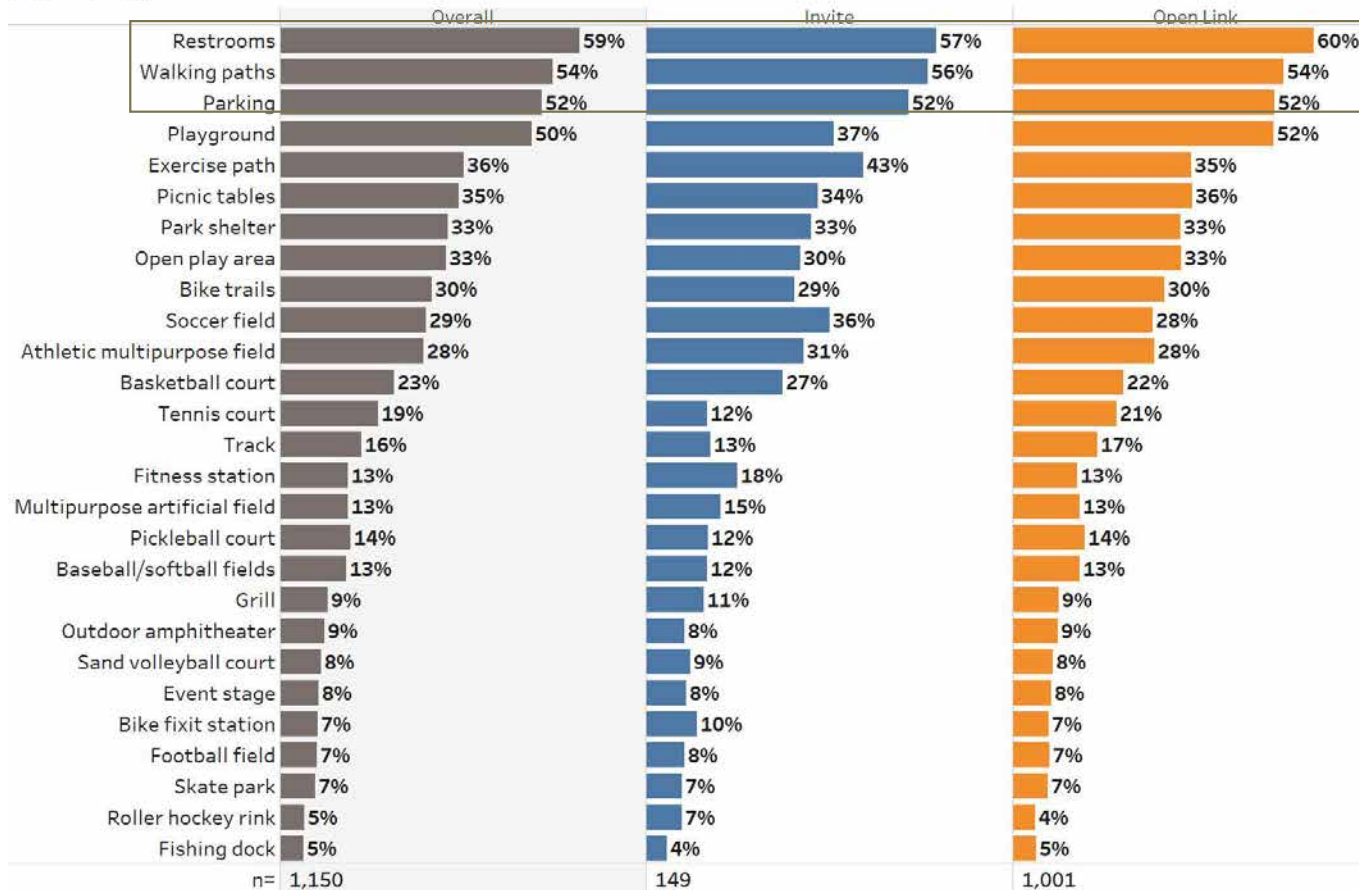


Source: RRC Associates



# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



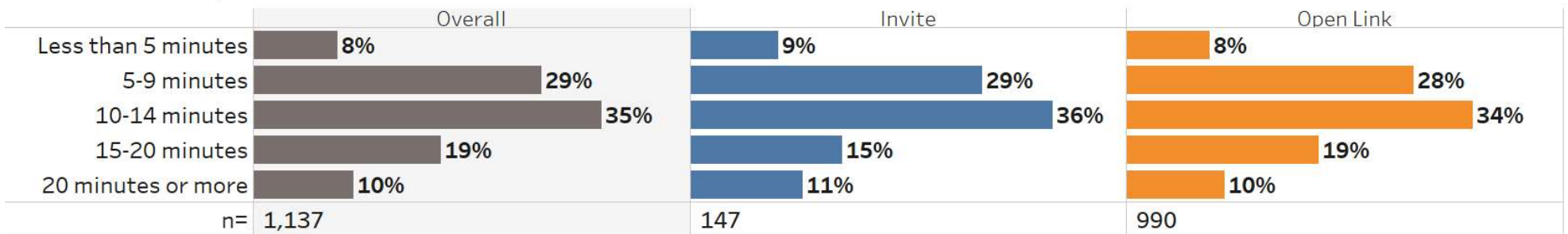
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

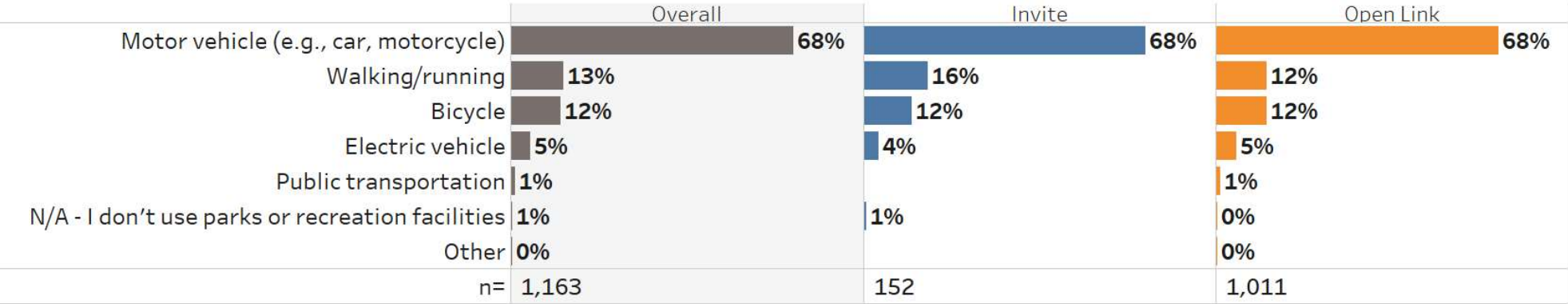
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

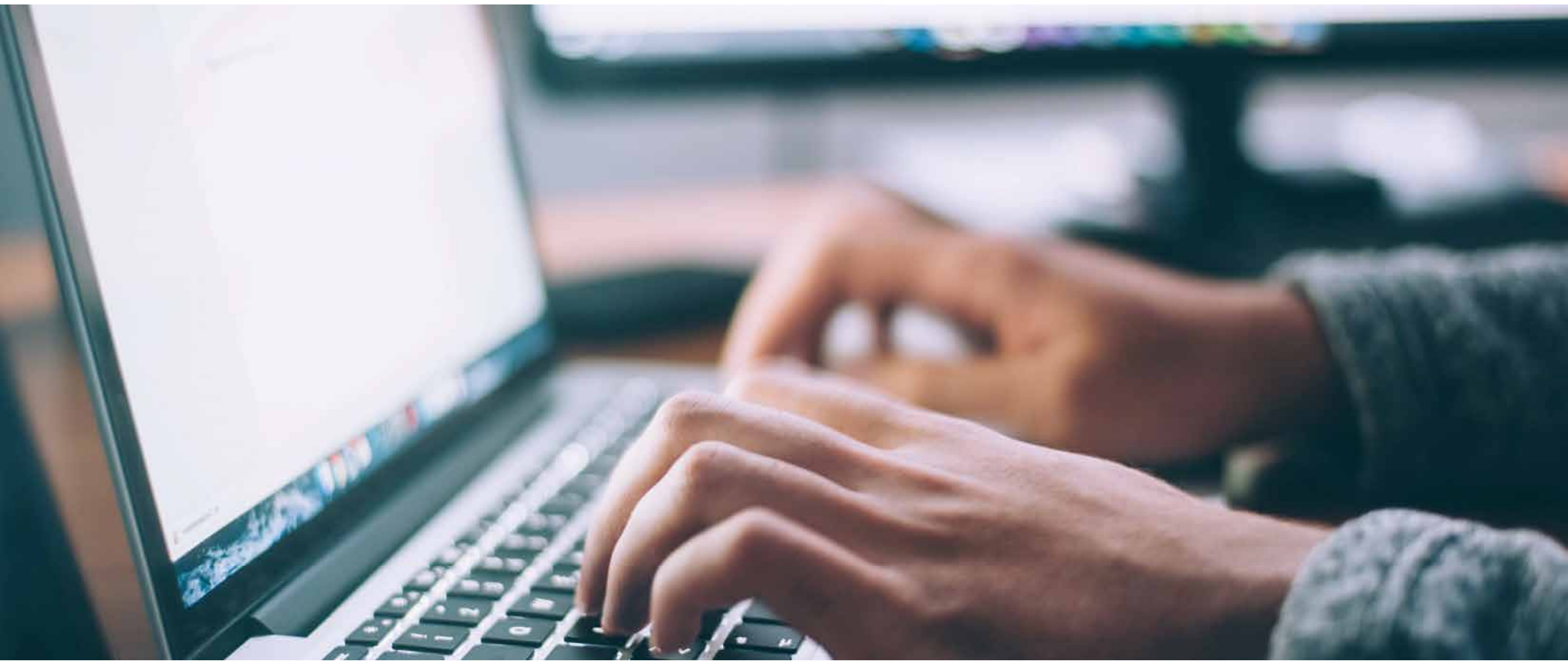
What is your preferred mode of transportation?



Source: RRC Associates



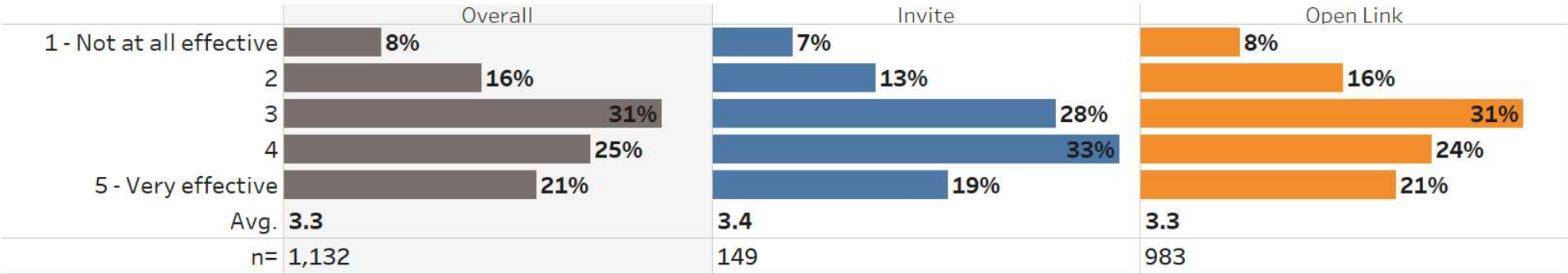
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

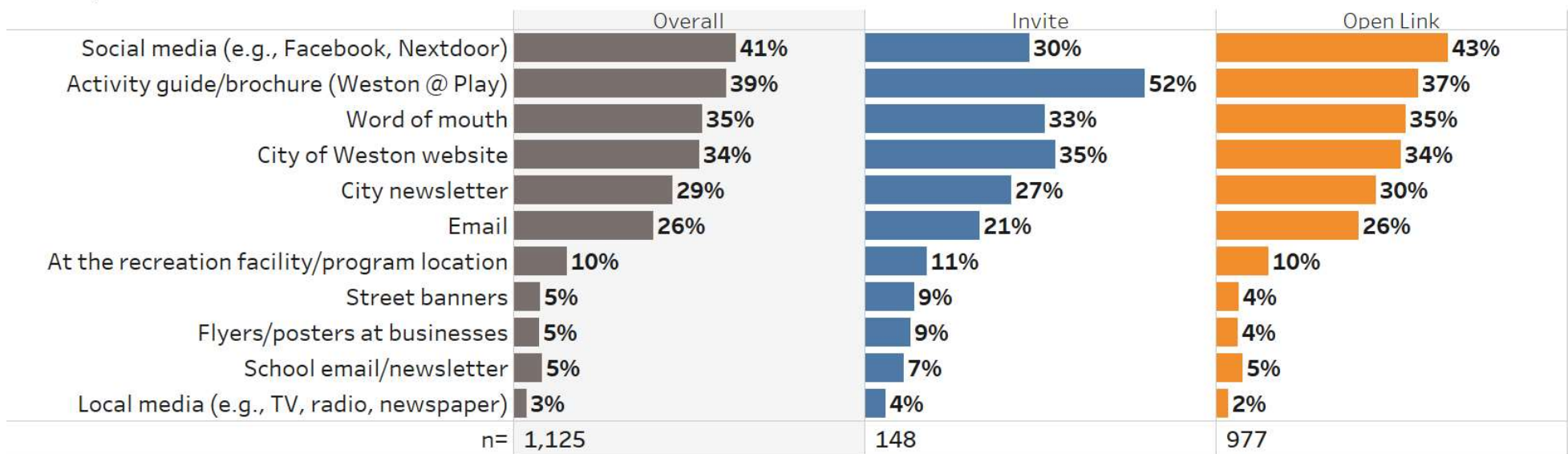


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

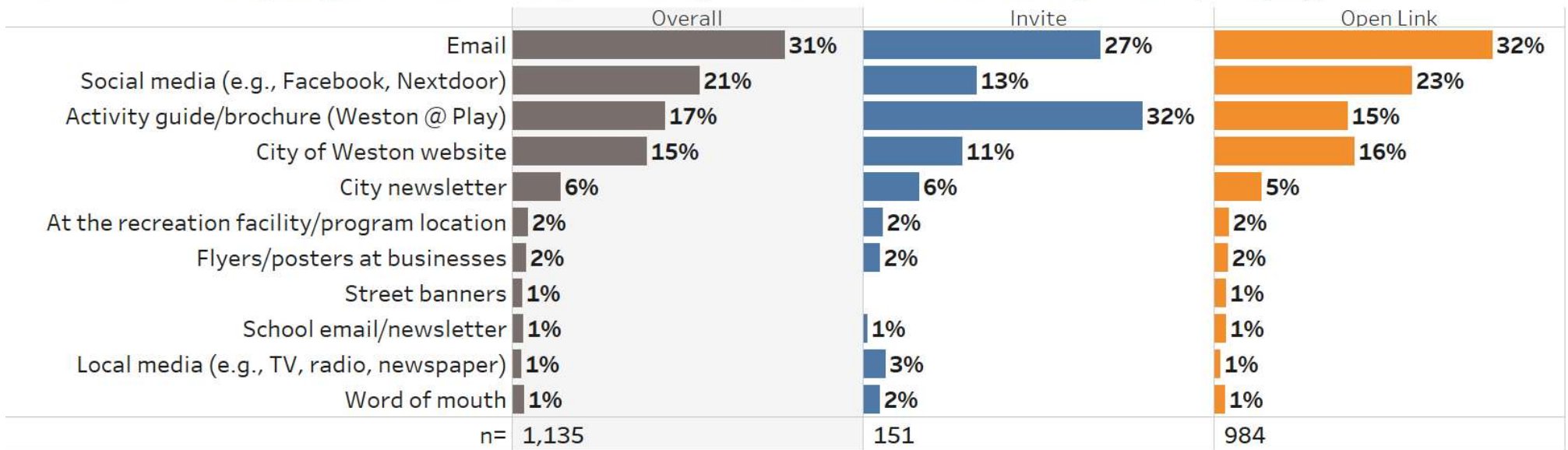


Source: RRC Associates

# Preferred Communication

The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

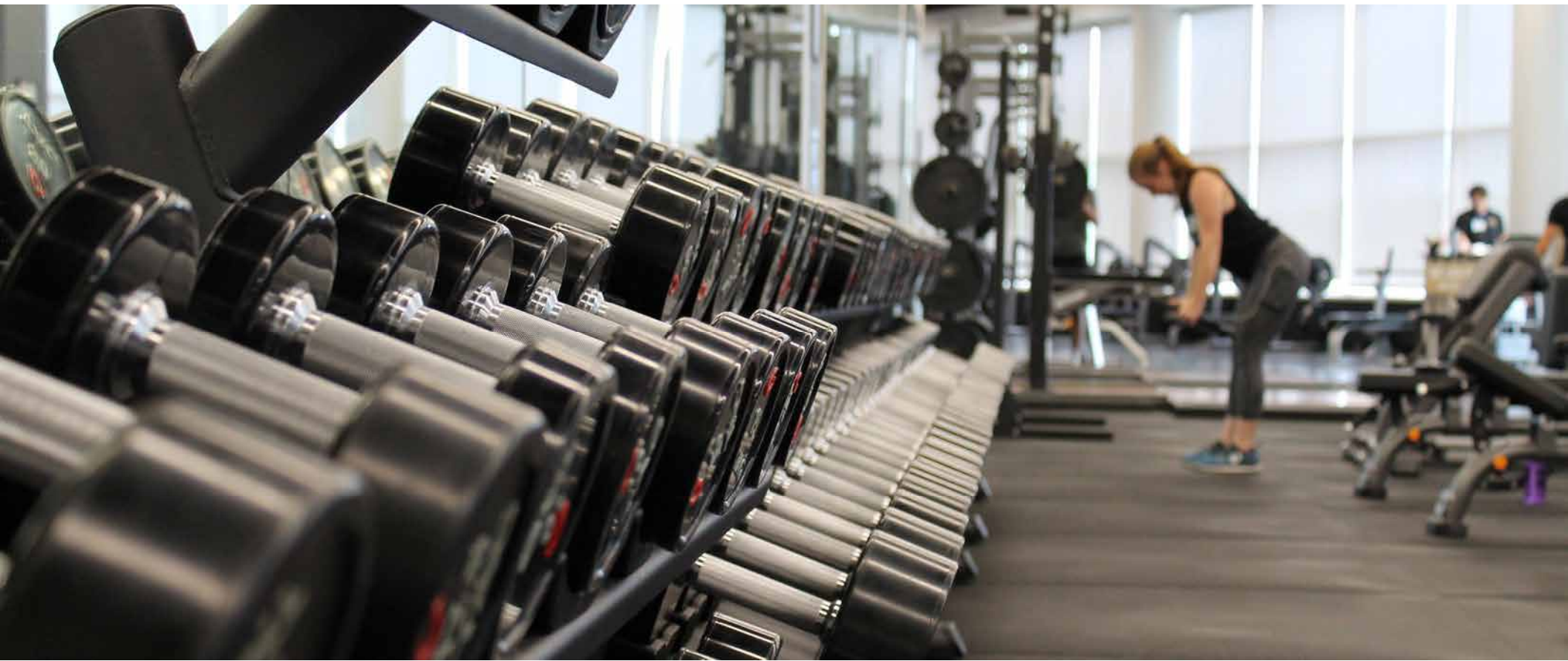
What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates



# Current Facilities and Services

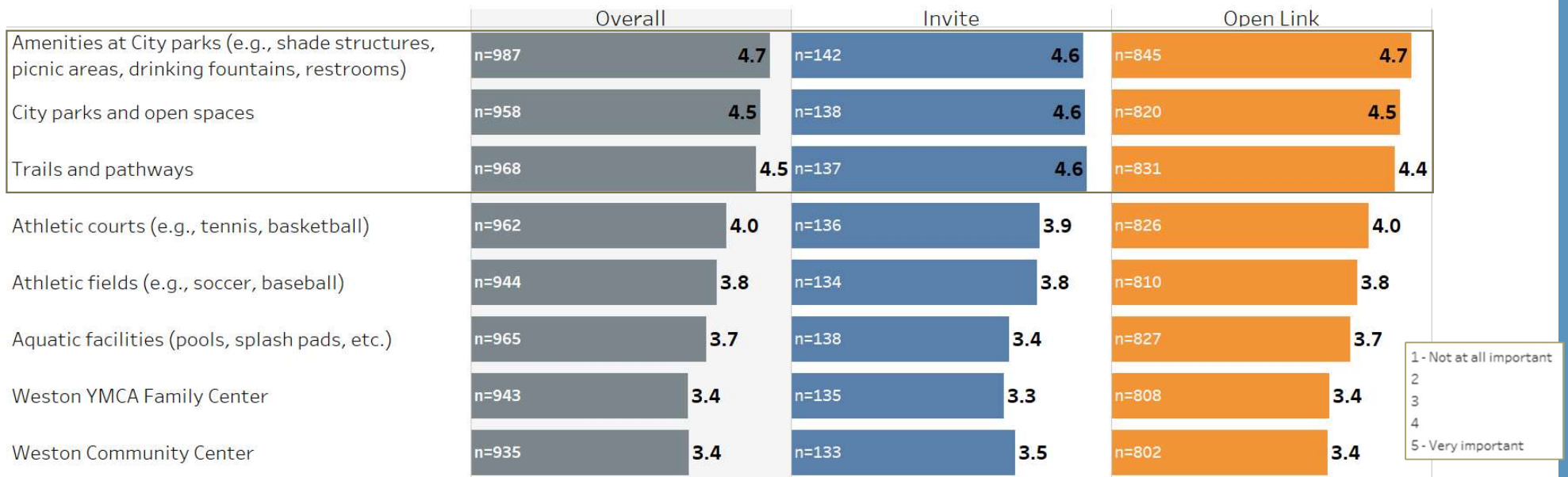


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

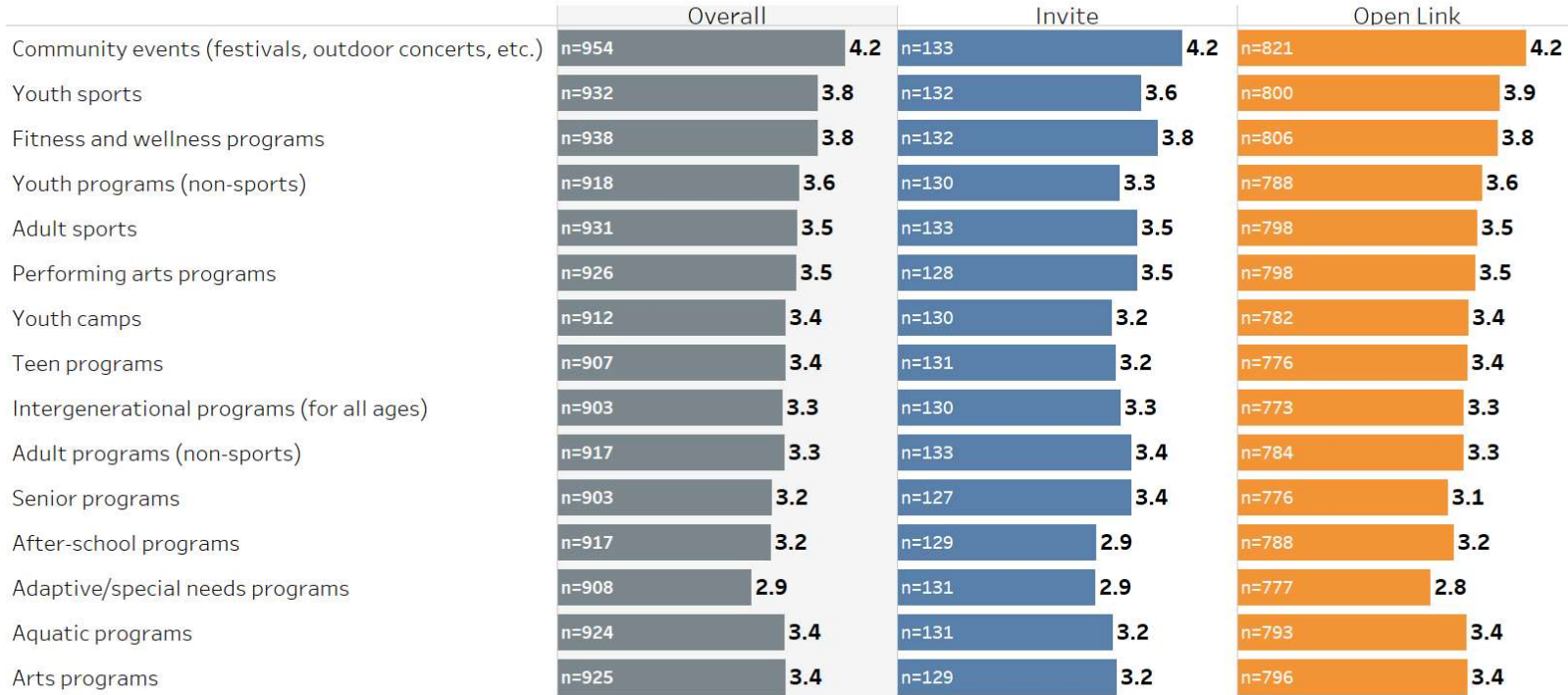


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

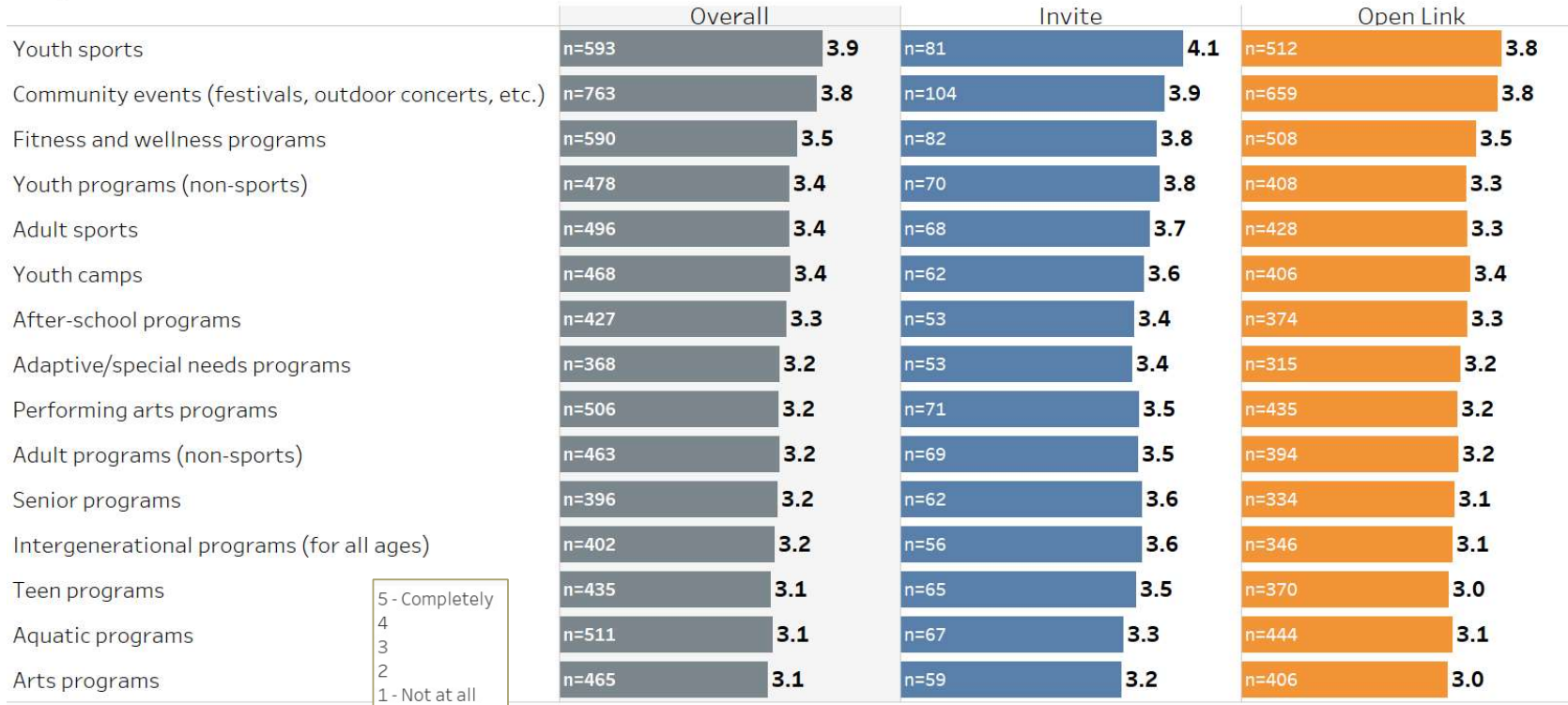


# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

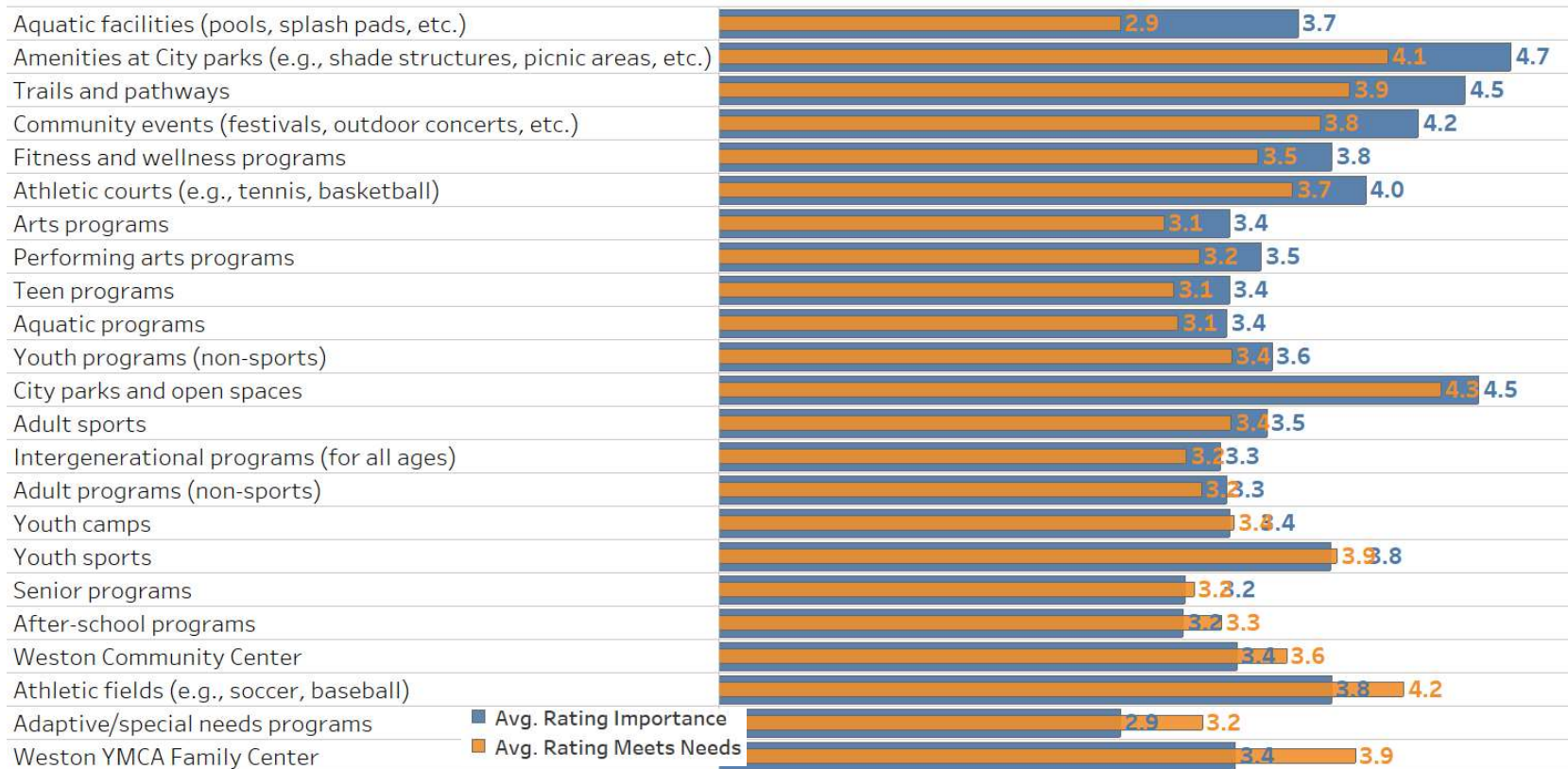
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

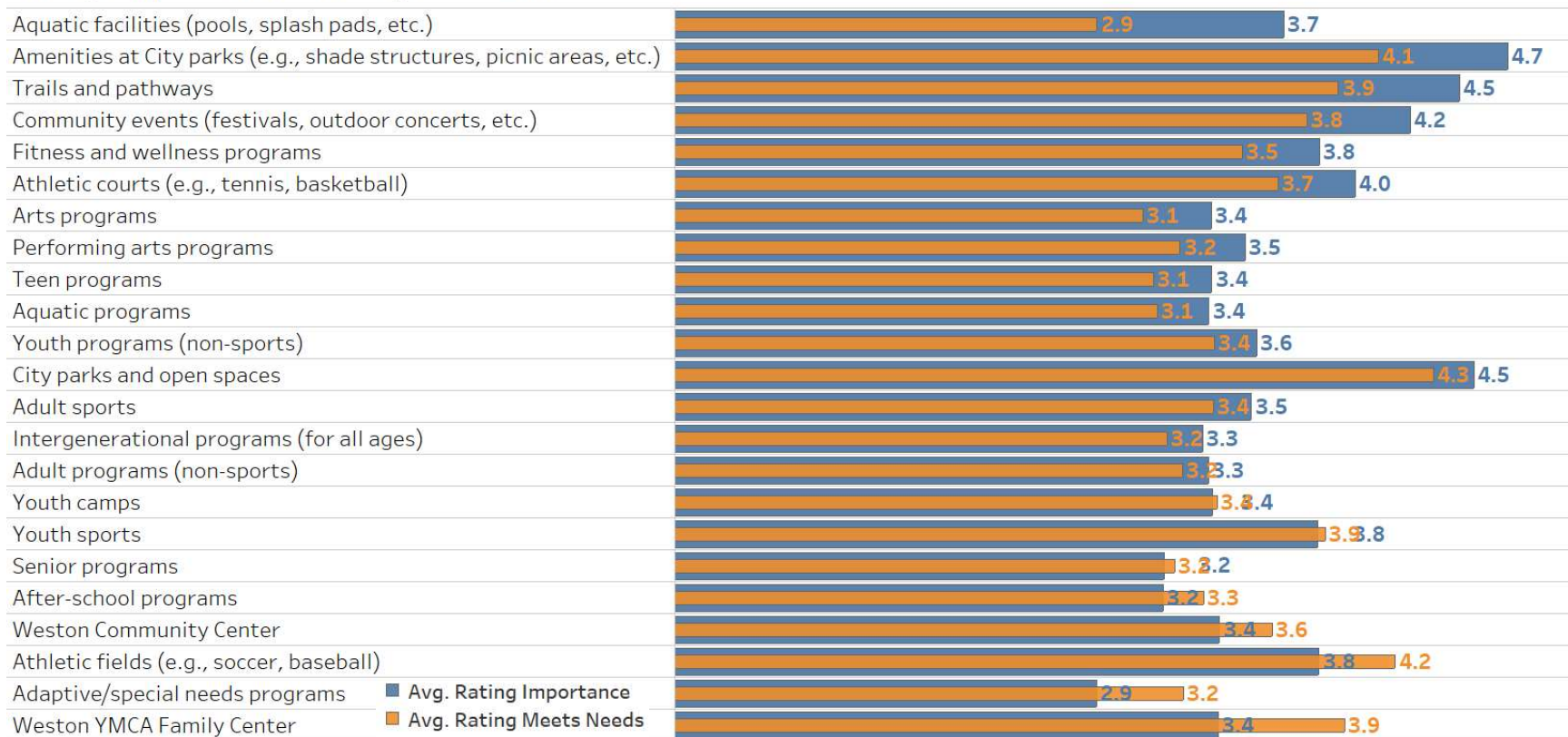
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

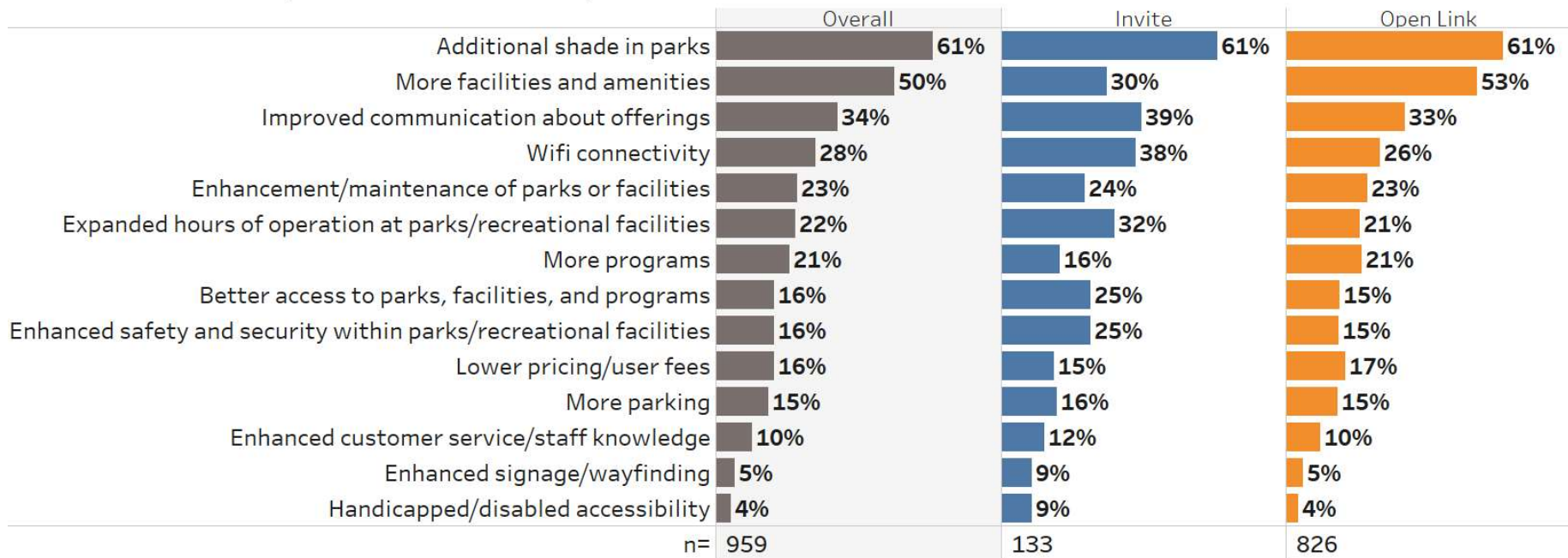


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



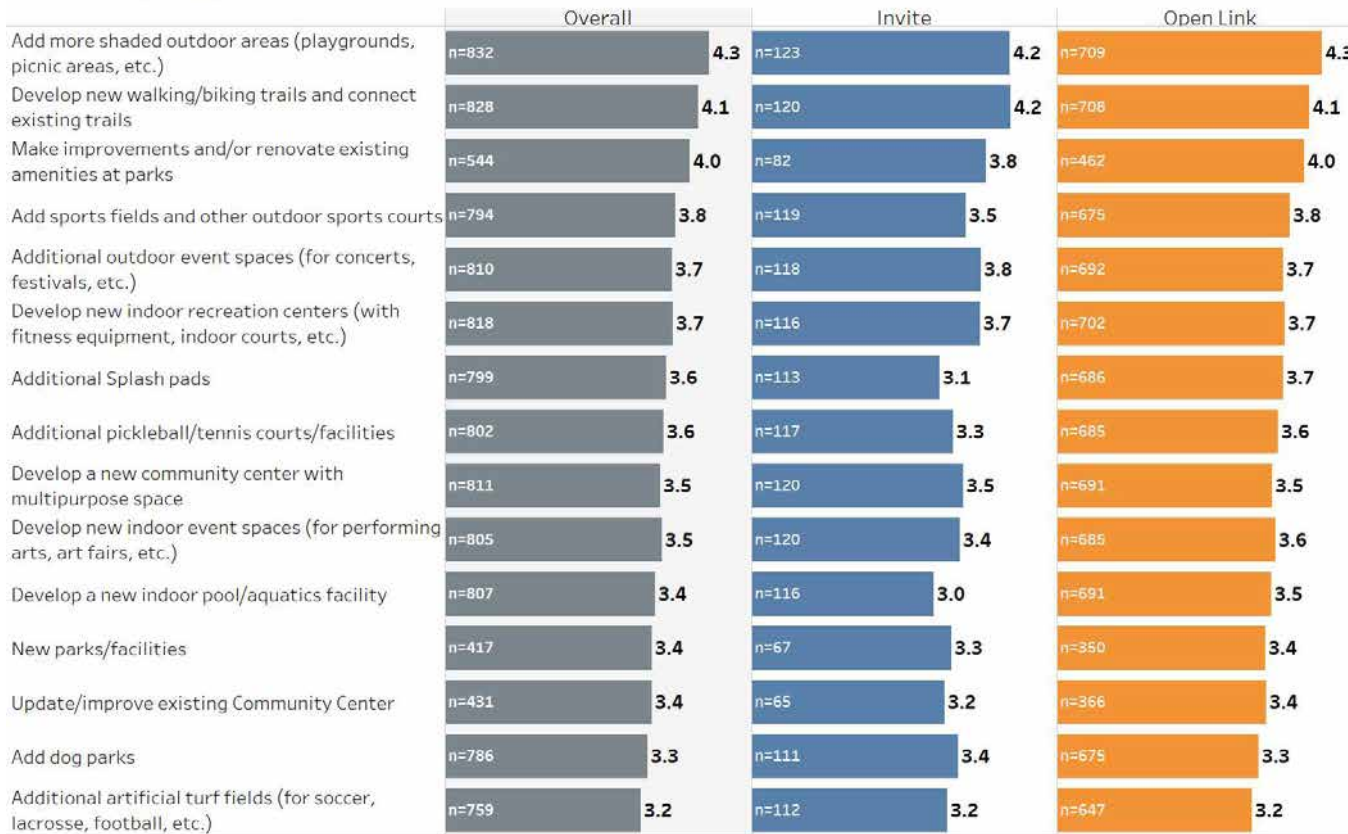
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates



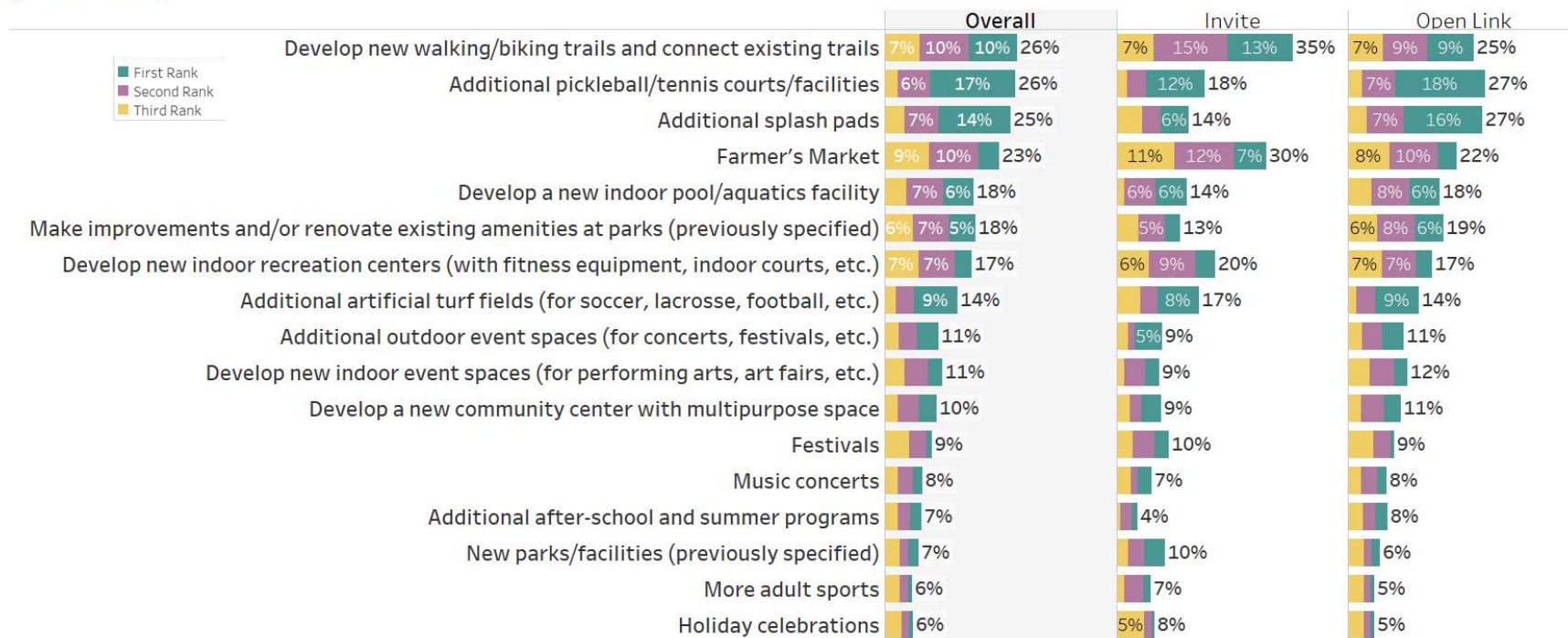
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



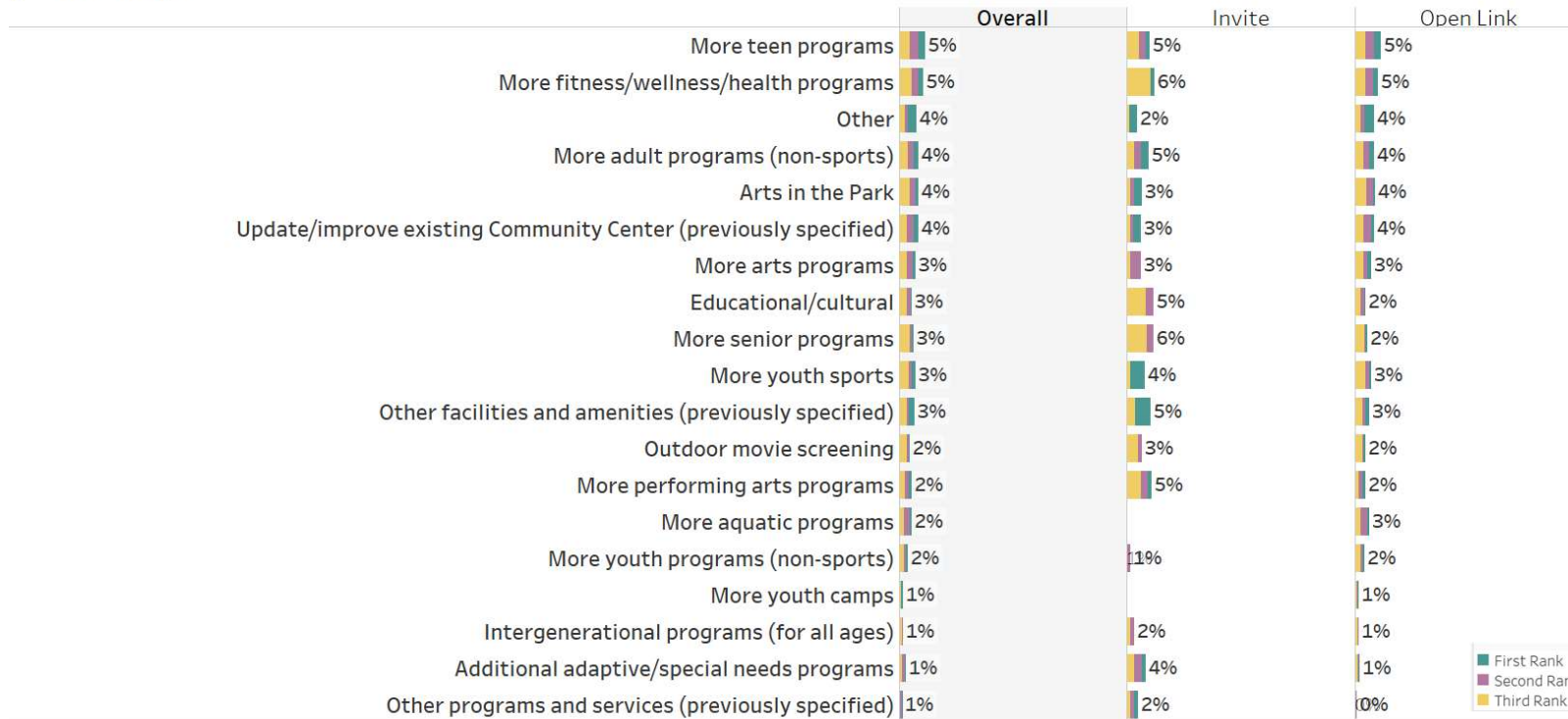
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

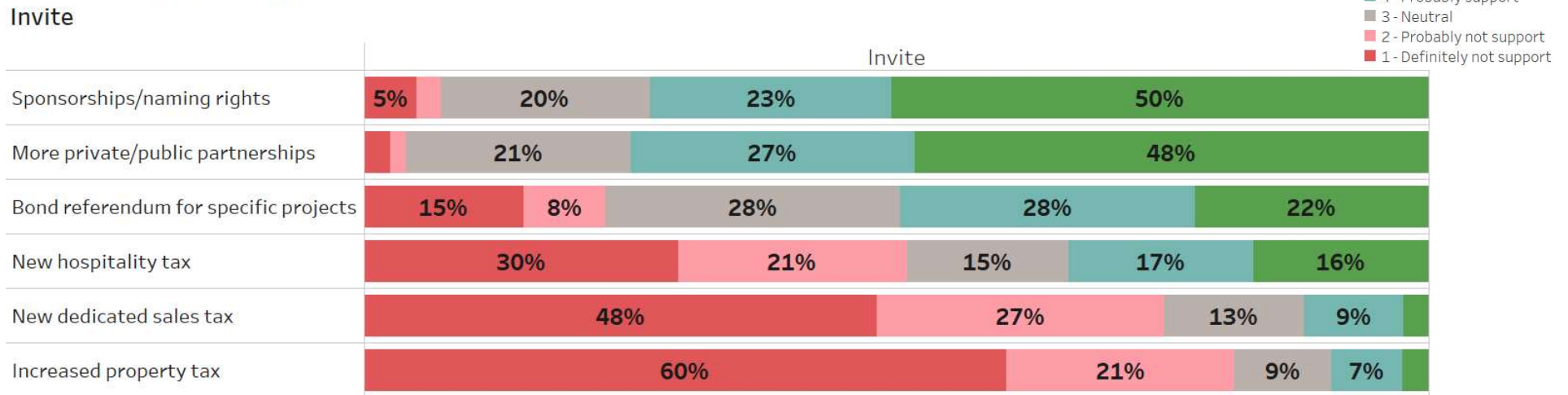
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates



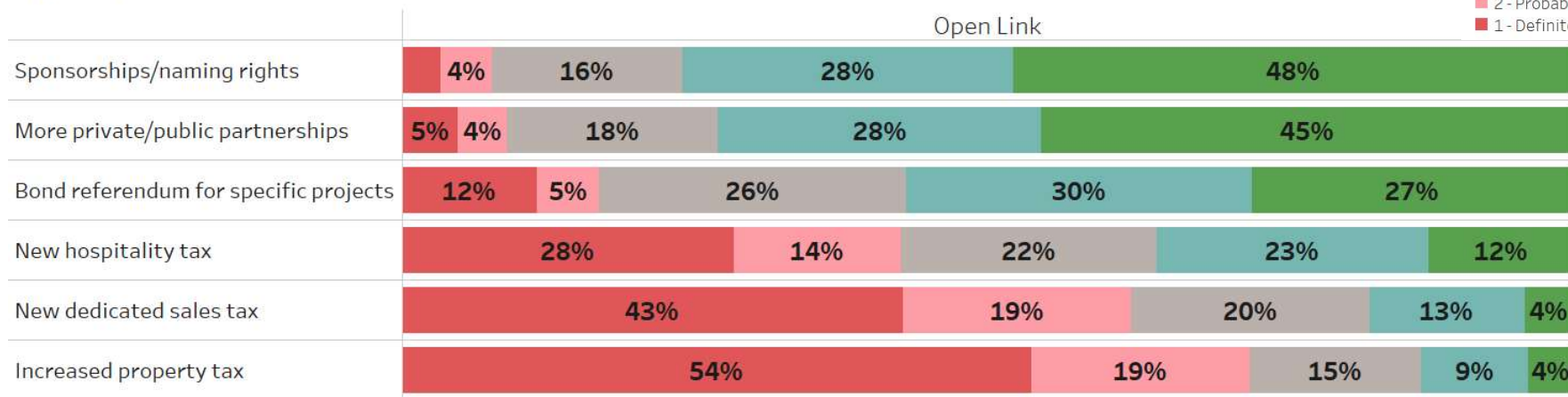
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

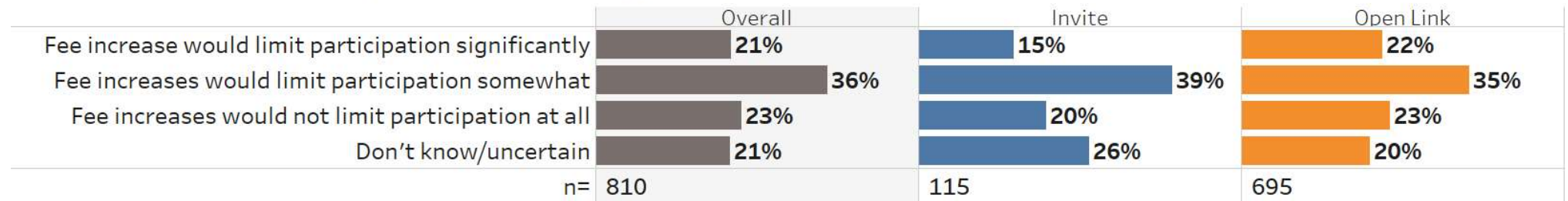


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

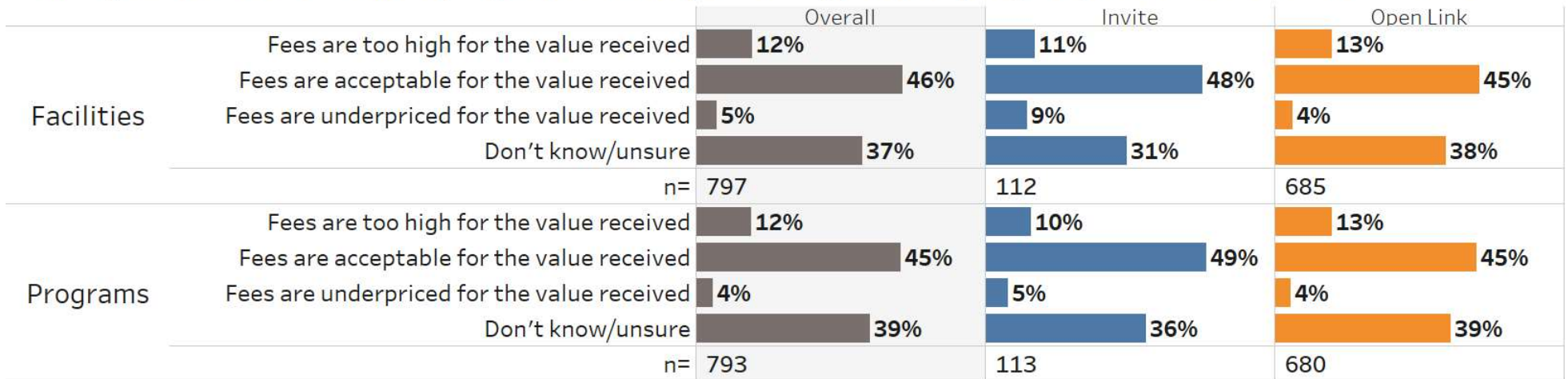


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

Tennis Courts	Dog Park	Shade	Soccer	Great Parks
				
<p>“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city</p> <p>“I would like to see more tennis courts.”</p>	<p>“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”</p> <p>“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”</p>	<p>“Shade at Bonaventure park.”</p> <p>“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”</p>	<p>“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”</p> <p>“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”</p>	<p>“We love living in Weston because of the great parks &amp; look forward to making them even better.”</p> <p>“Well maintained. Great parks overall.”</p> <p>“You guys do a great job!”</p>



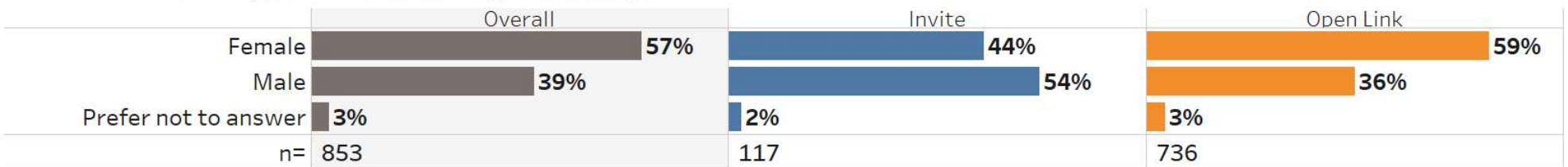
# Demographics



# Gender & Age

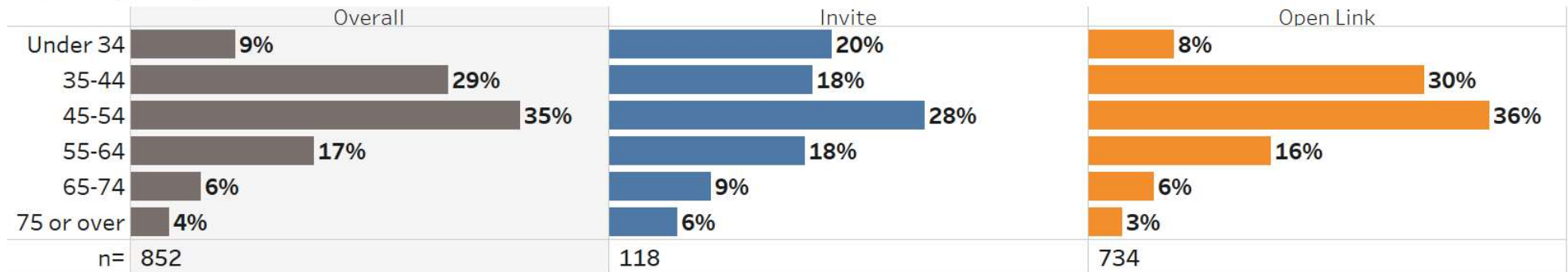
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

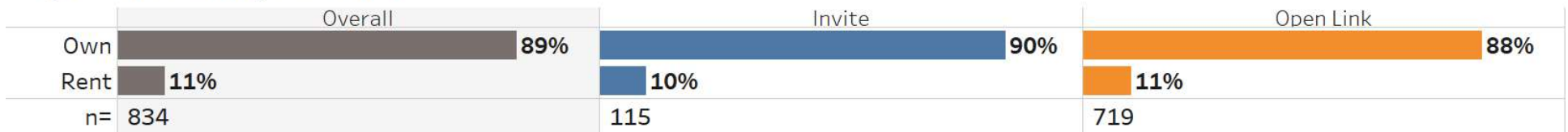
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

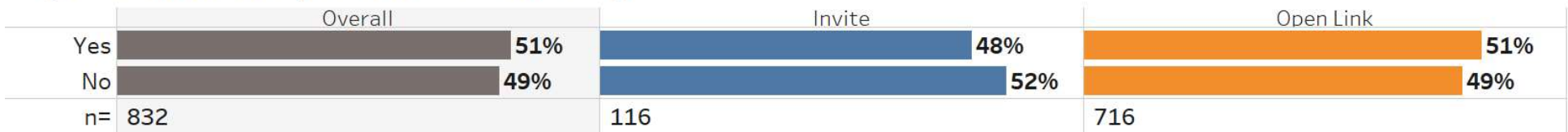
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?



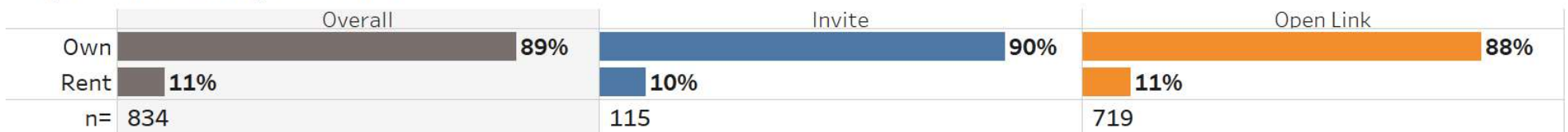
Source: RRC Associates



# Residence Ownership & ADA Needs

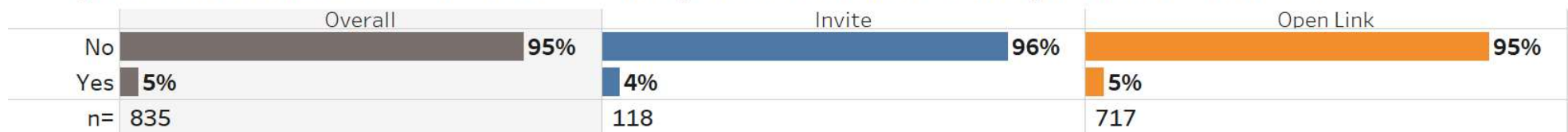
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

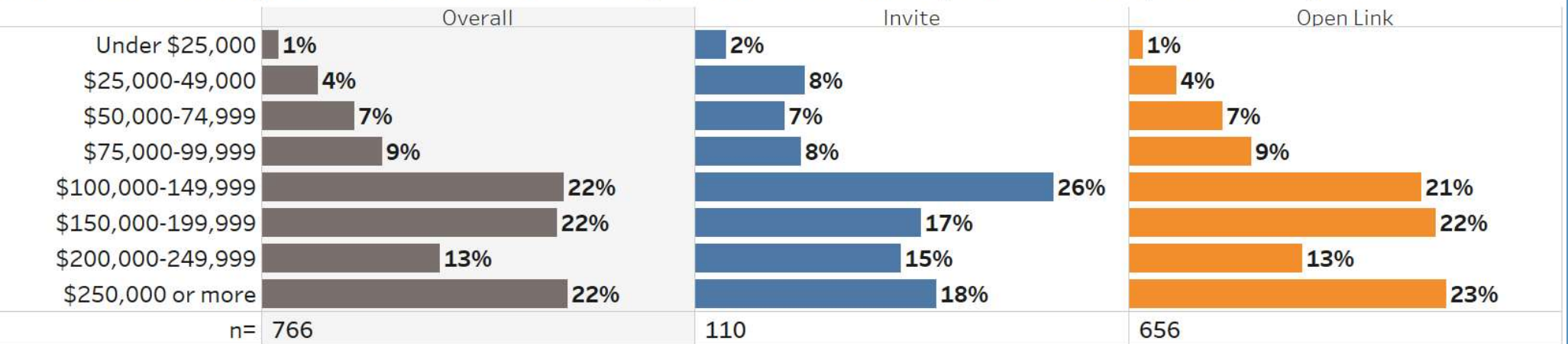
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303



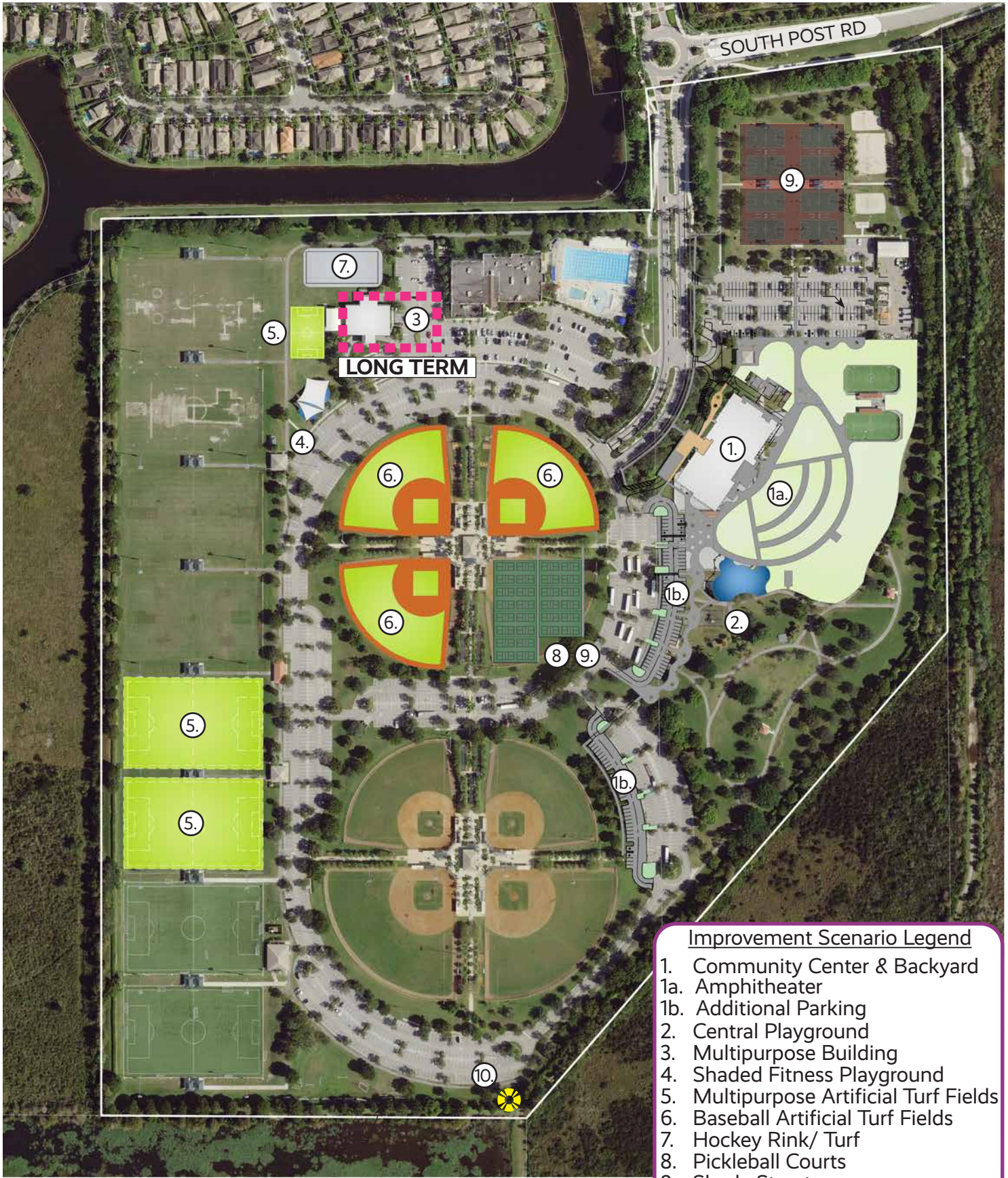
RRC



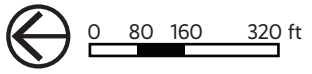




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:





# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

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Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
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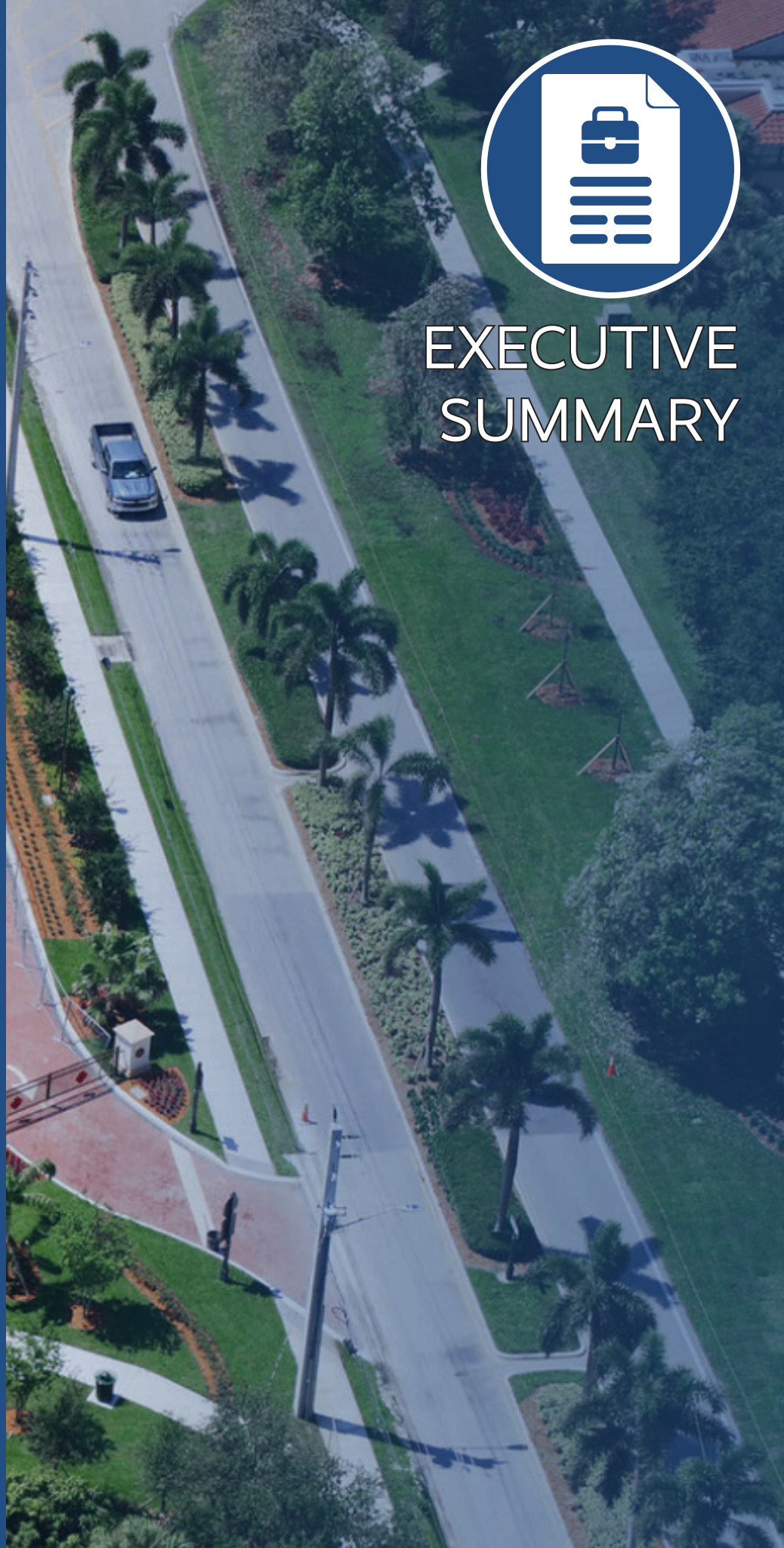
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







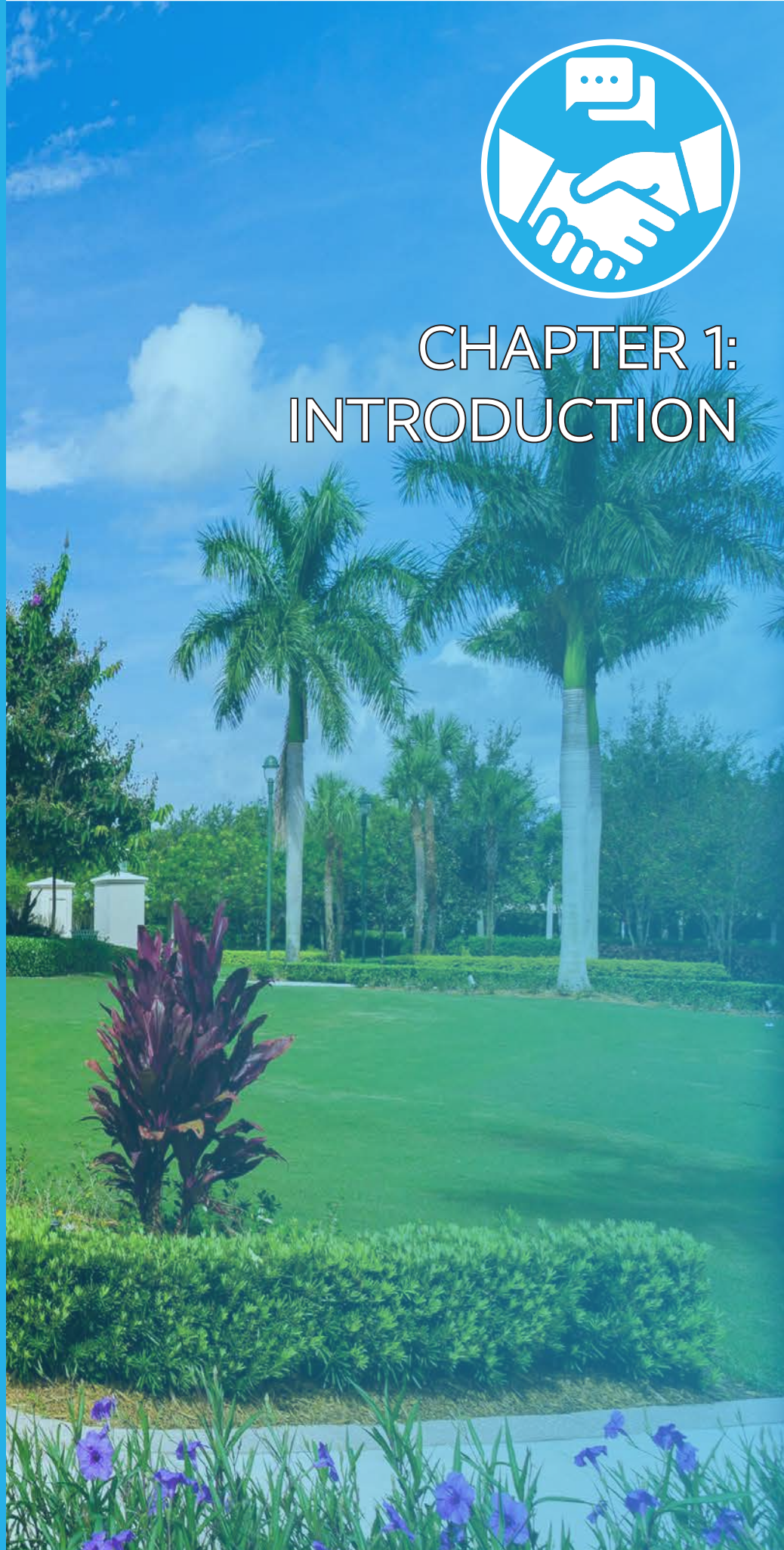
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand







the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

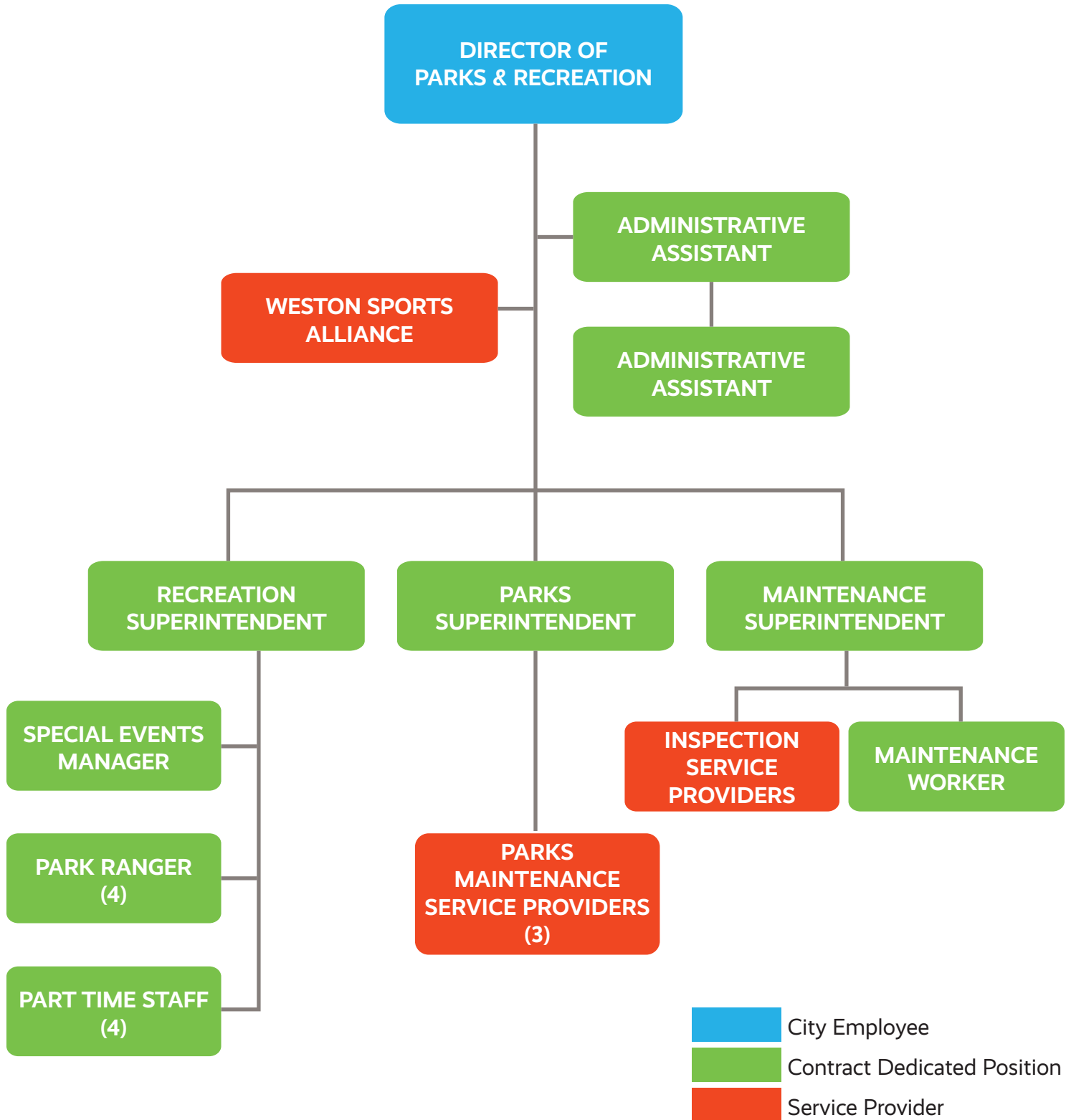


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

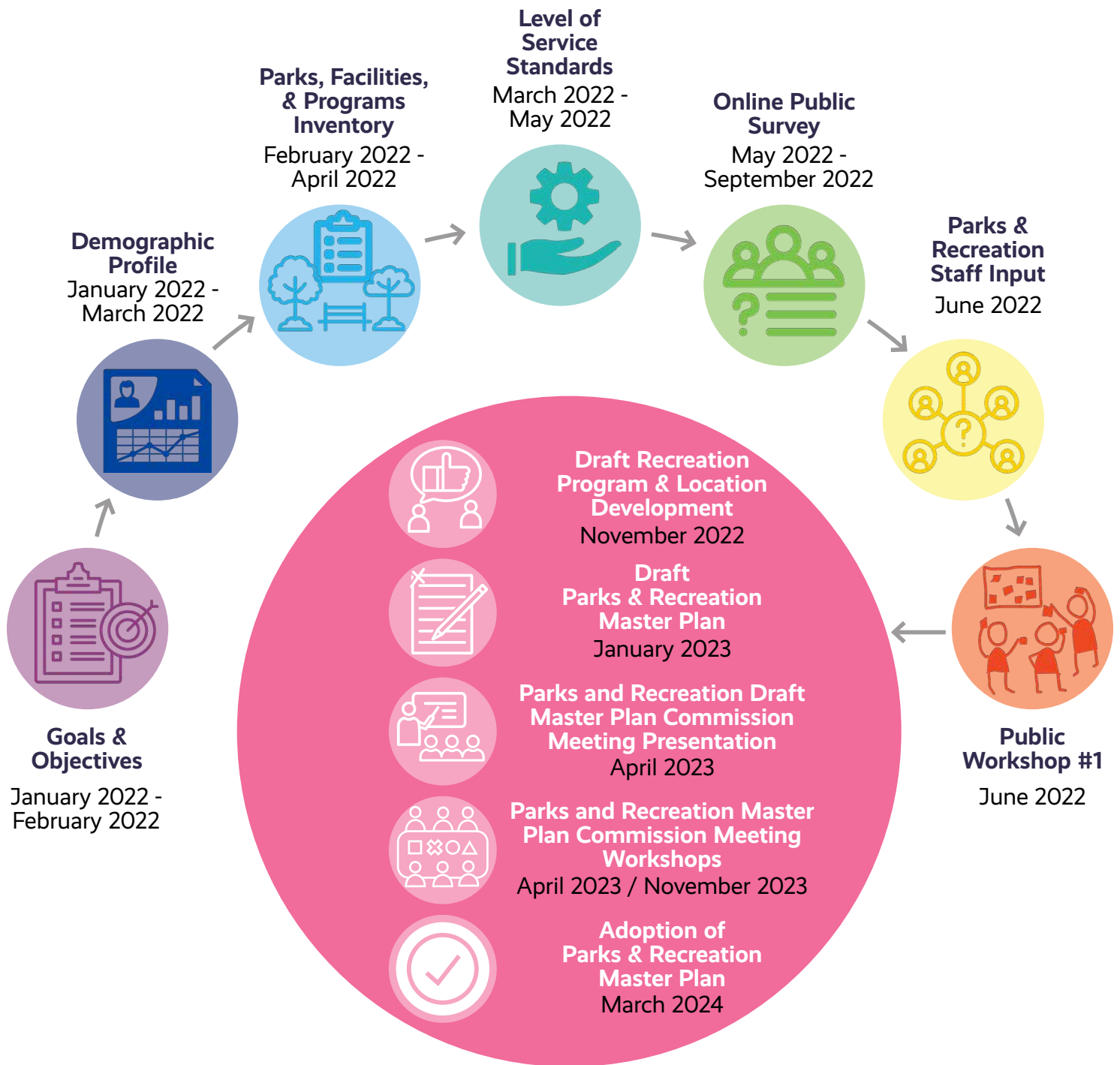


Figure 1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

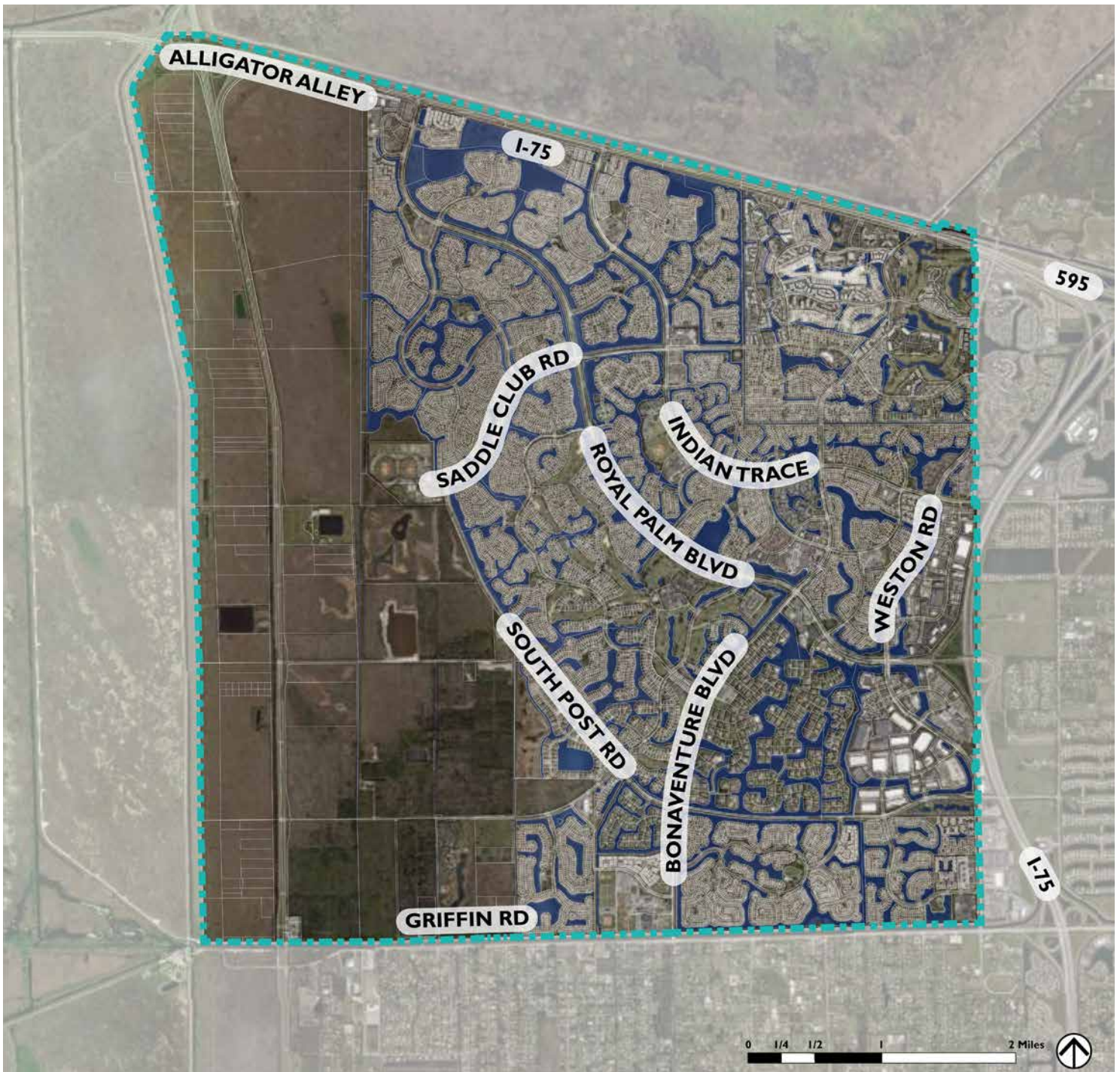


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

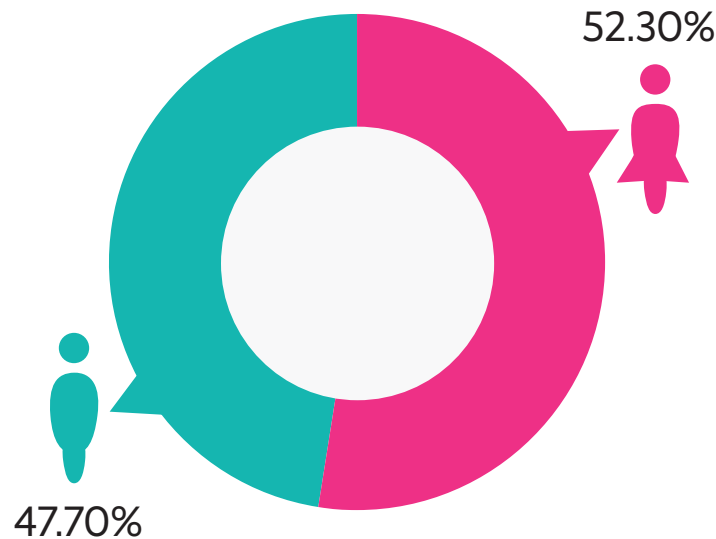


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

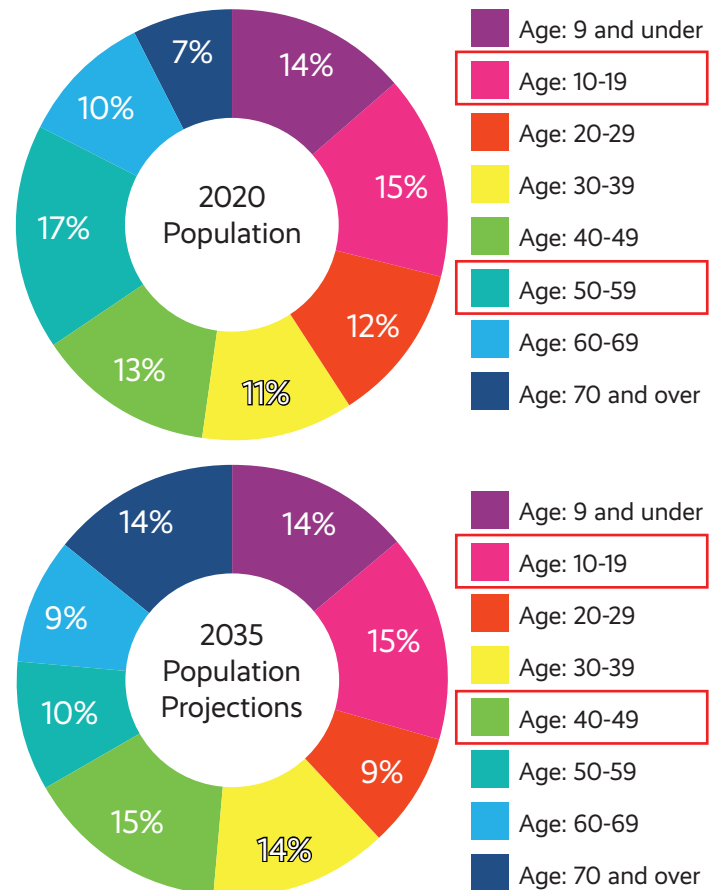


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

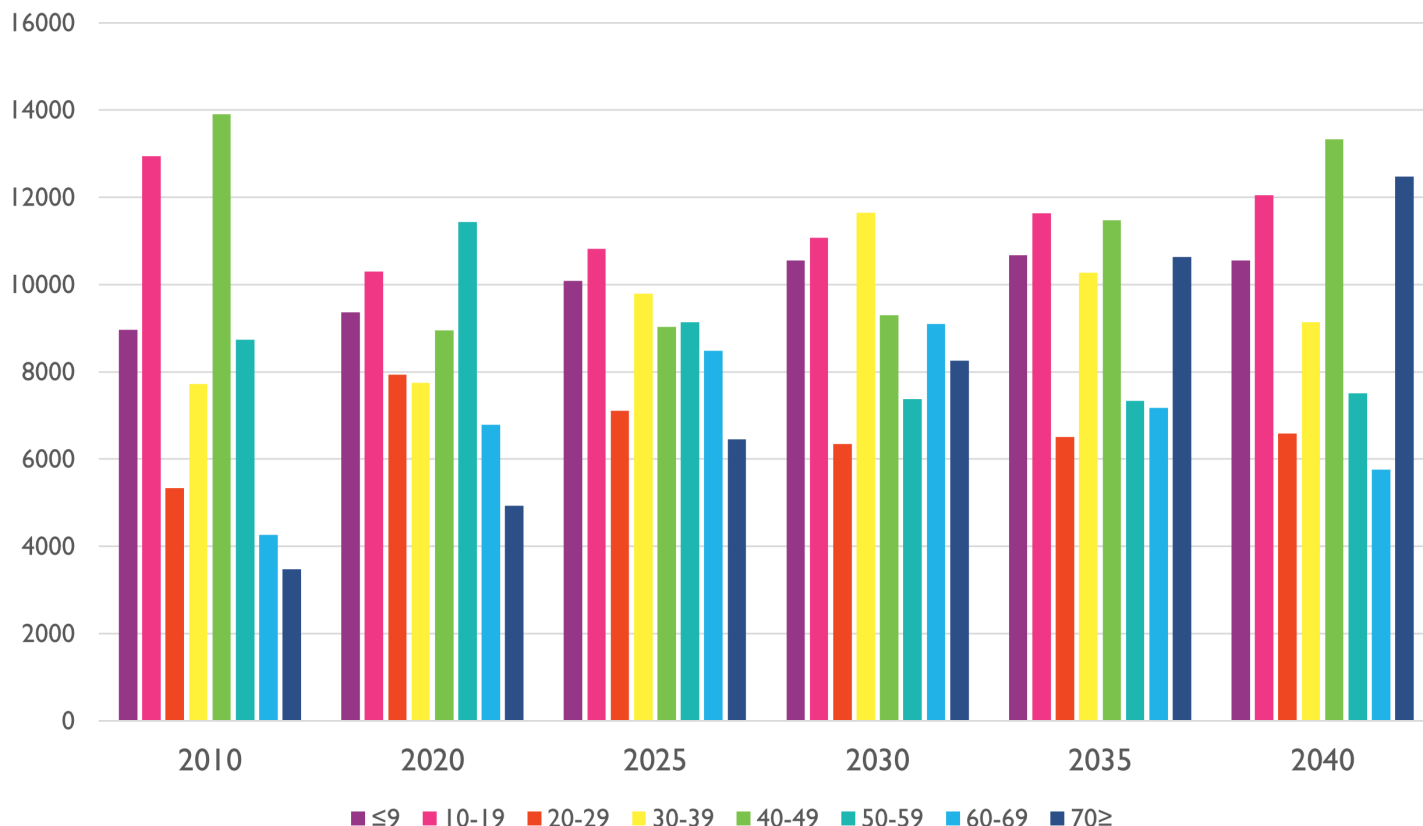


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

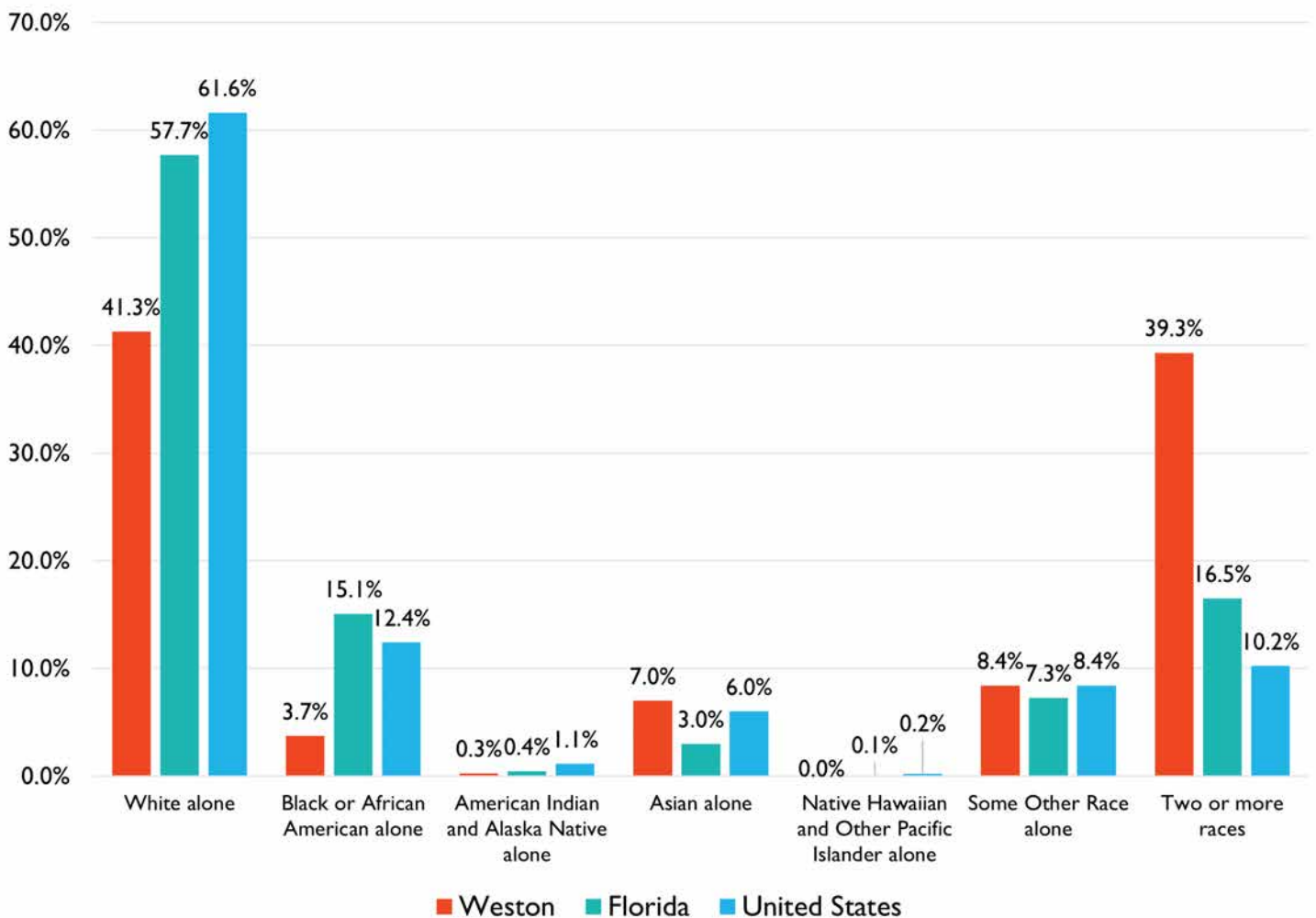


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

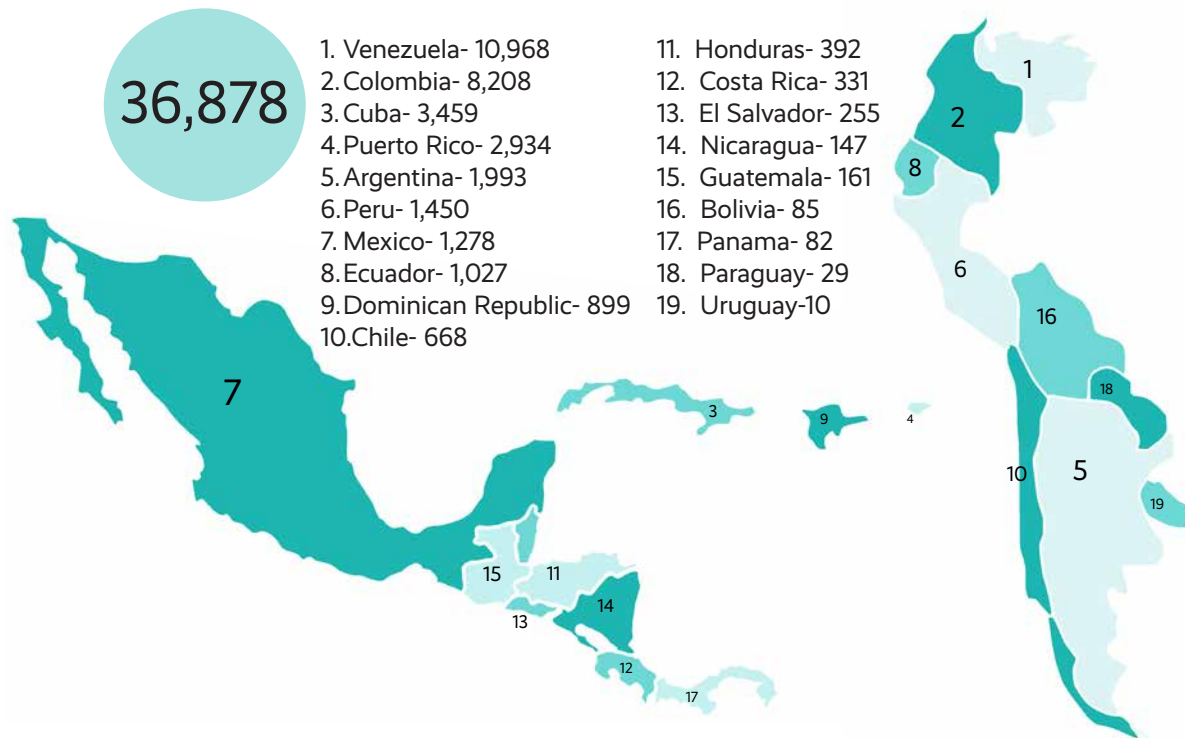


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

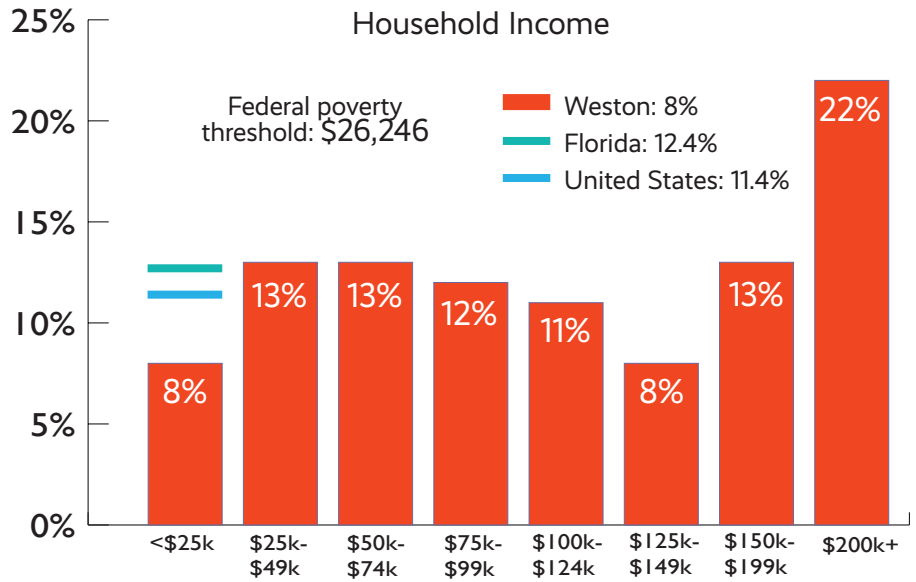


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

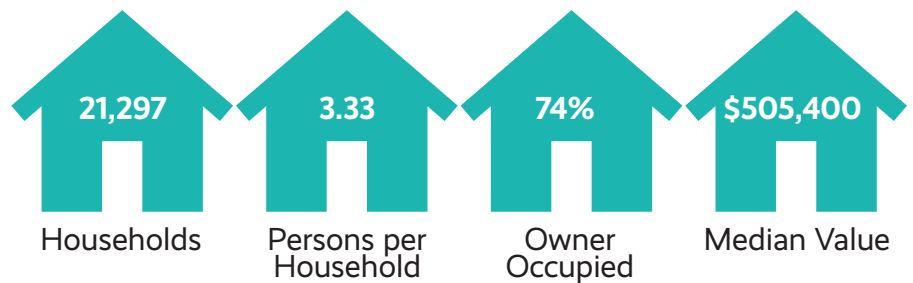


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

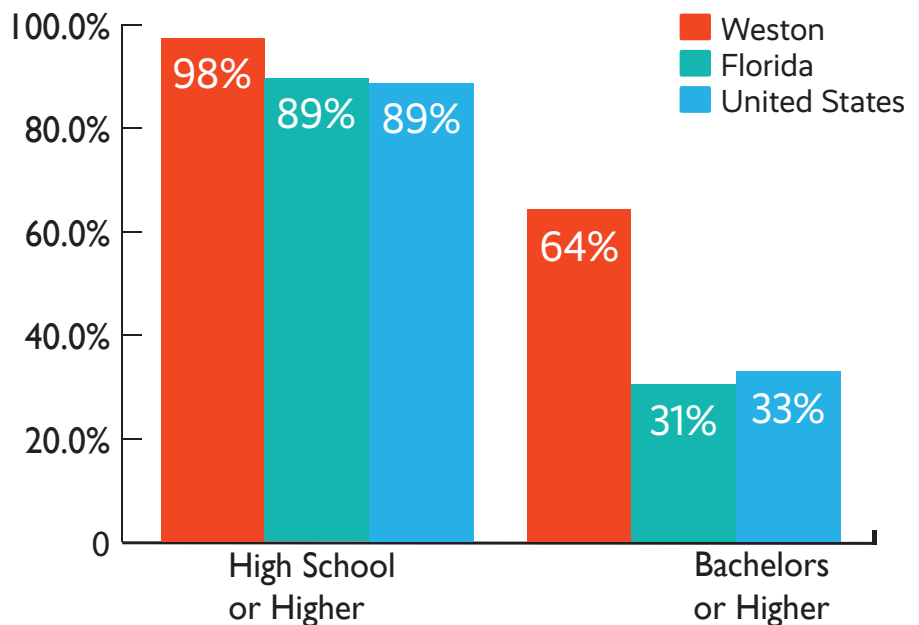


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

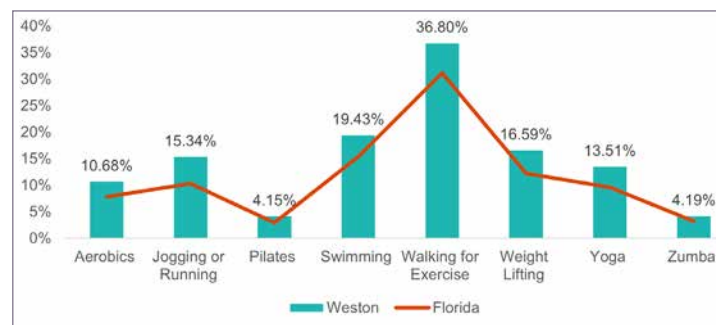


Figure 2.15: Adult Participation in Fitness Activities

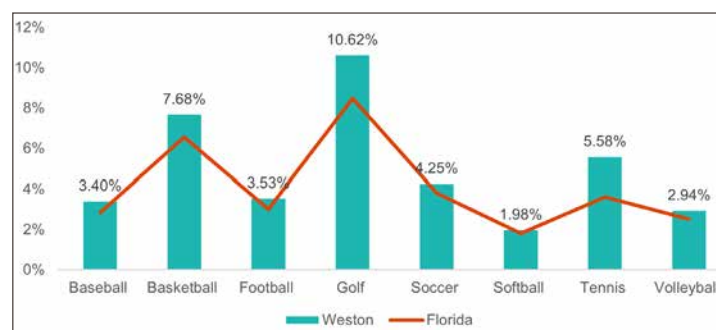


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.



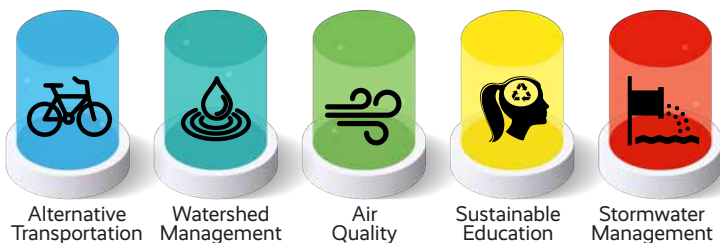


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

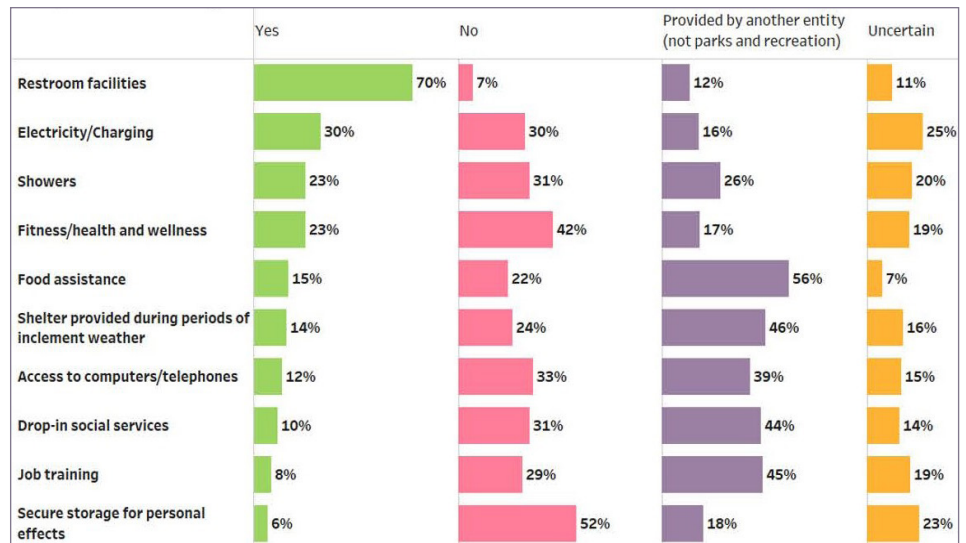


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

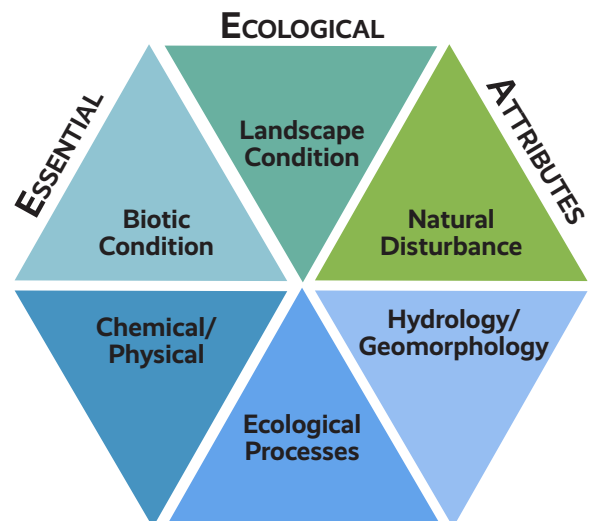


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

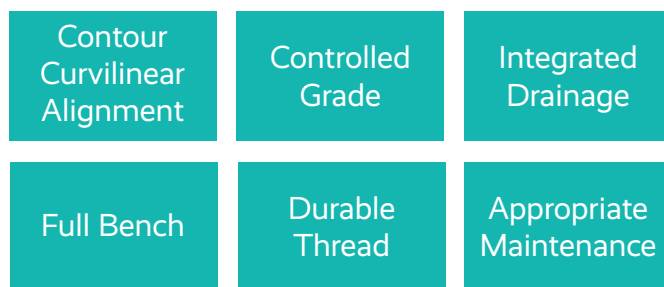
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

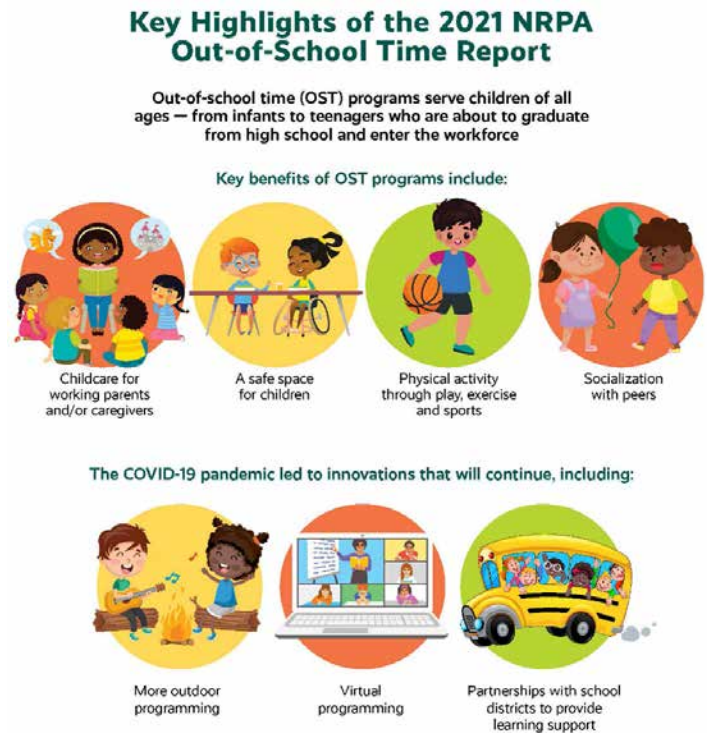


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

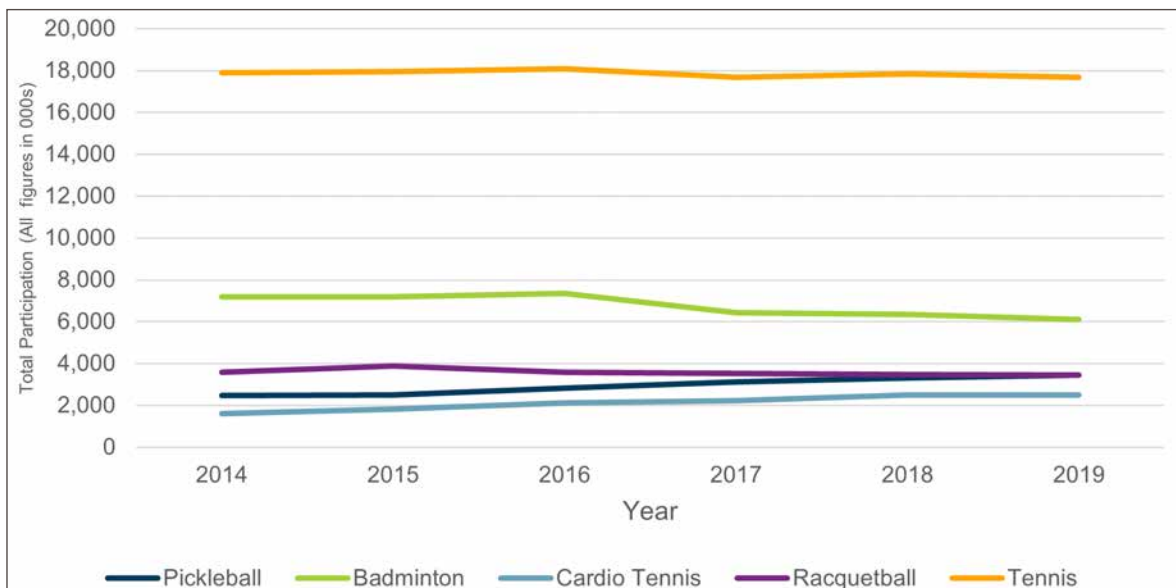


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)





### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal





setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

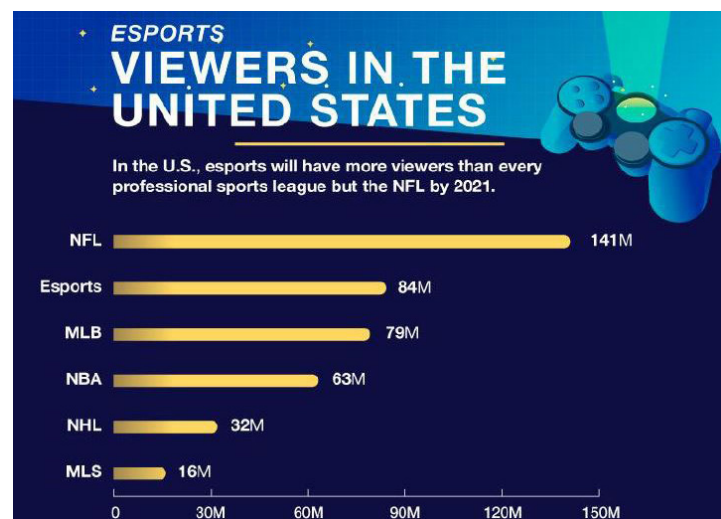


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.





## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.



### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.





Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

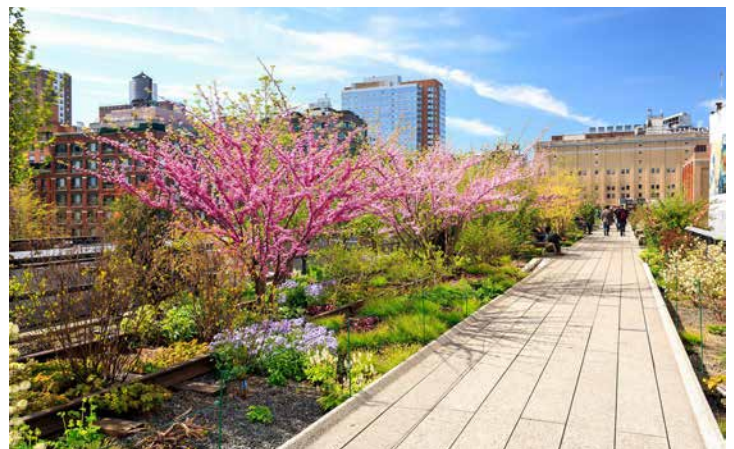


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated





by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







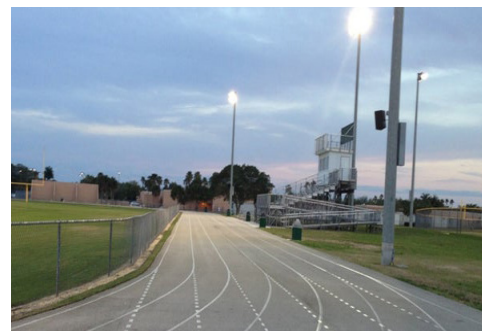
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement







### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



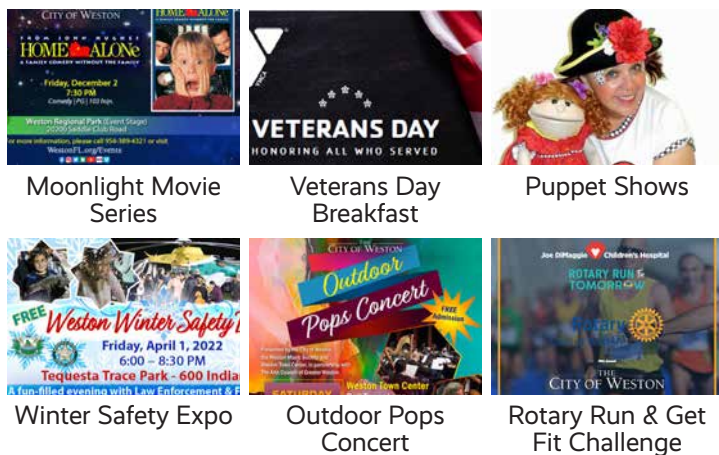
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

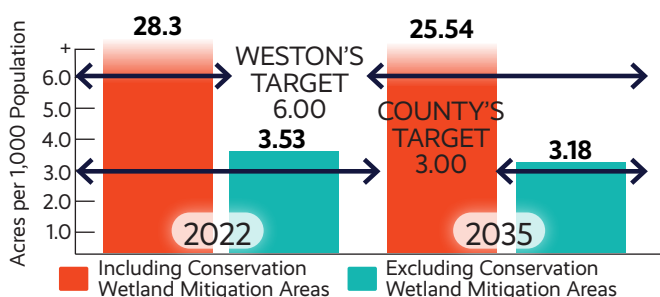


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

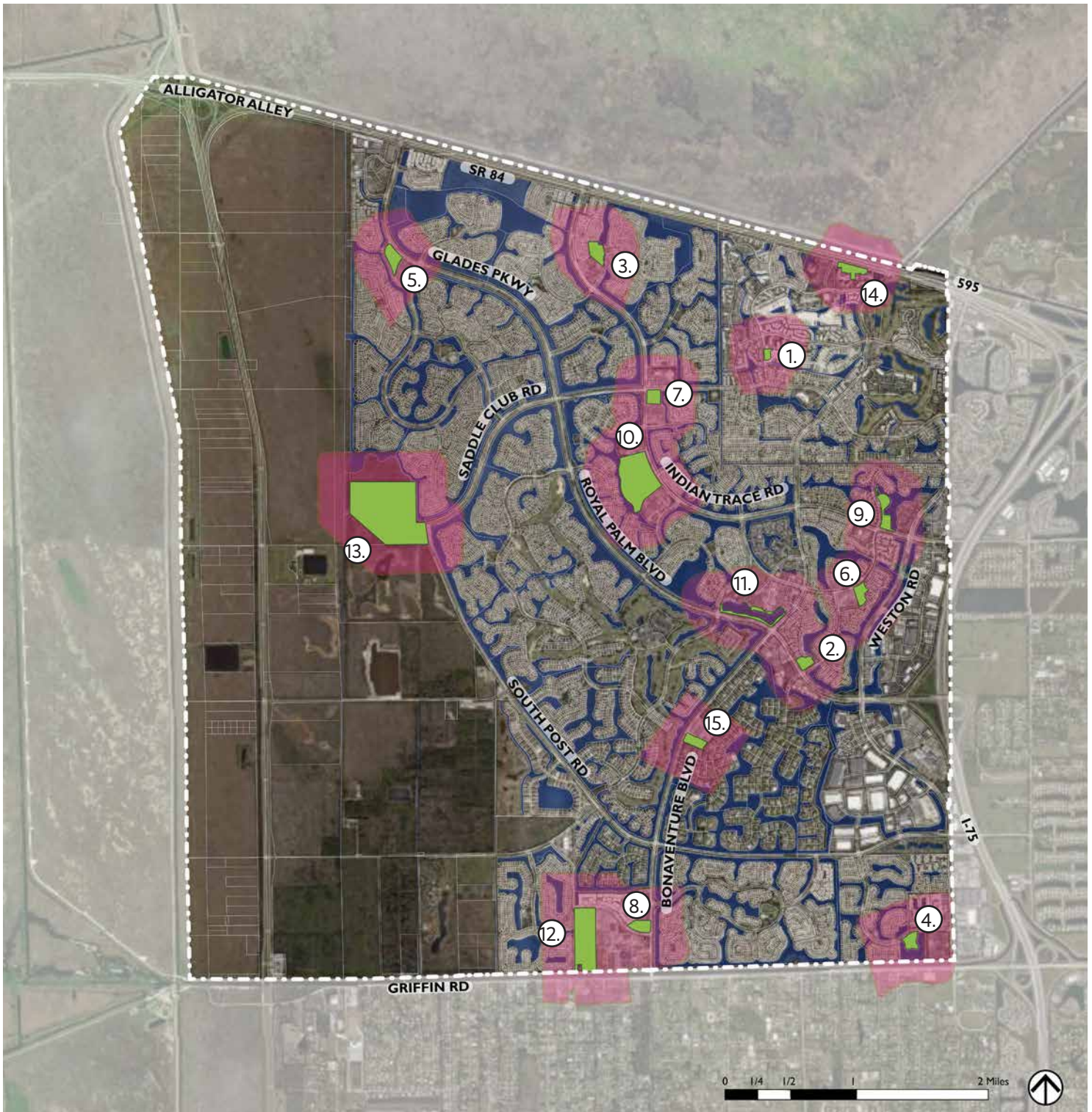
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

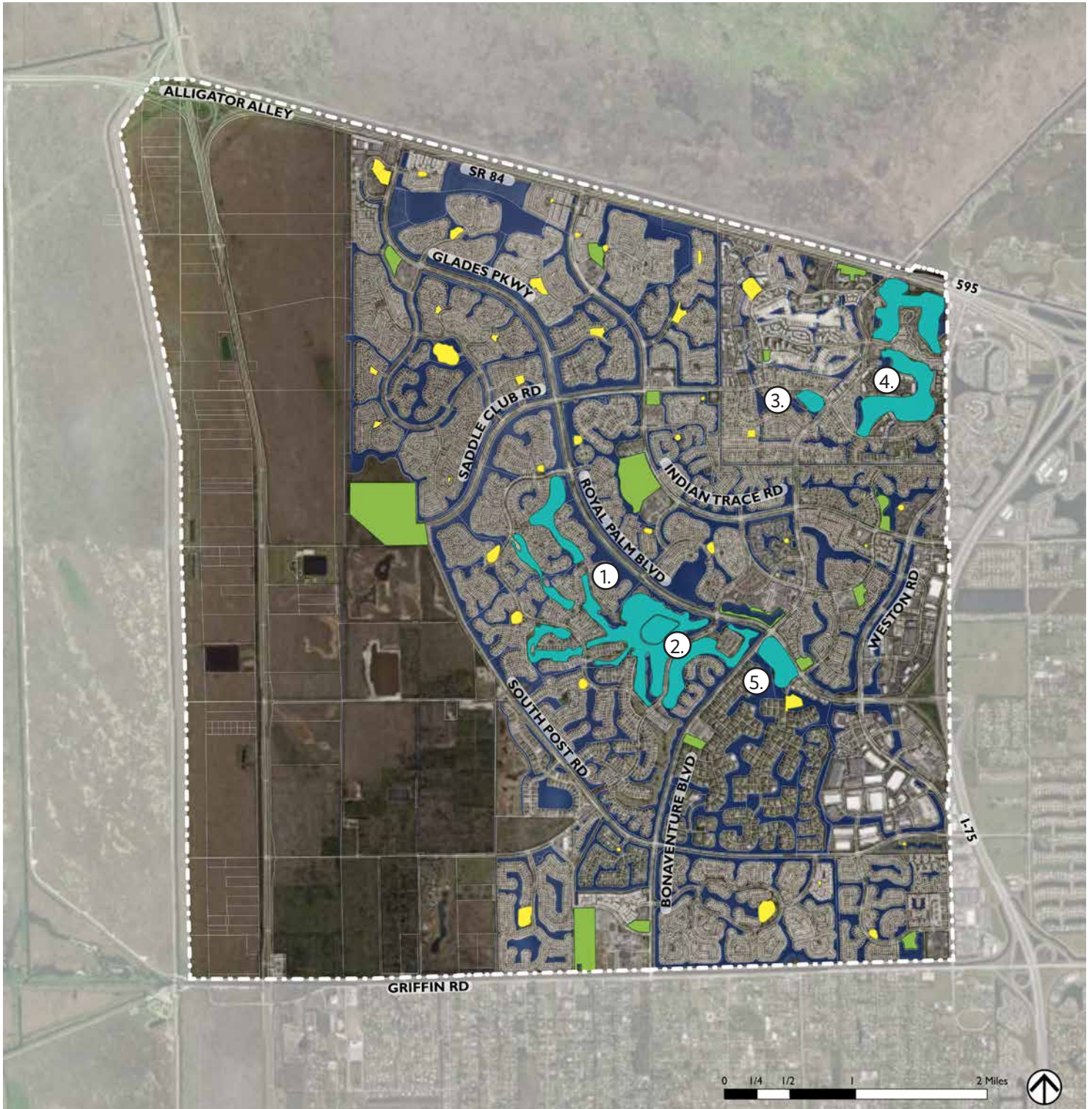
Figure 3.10: City Park Walkability (5-min Parkshed)











## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

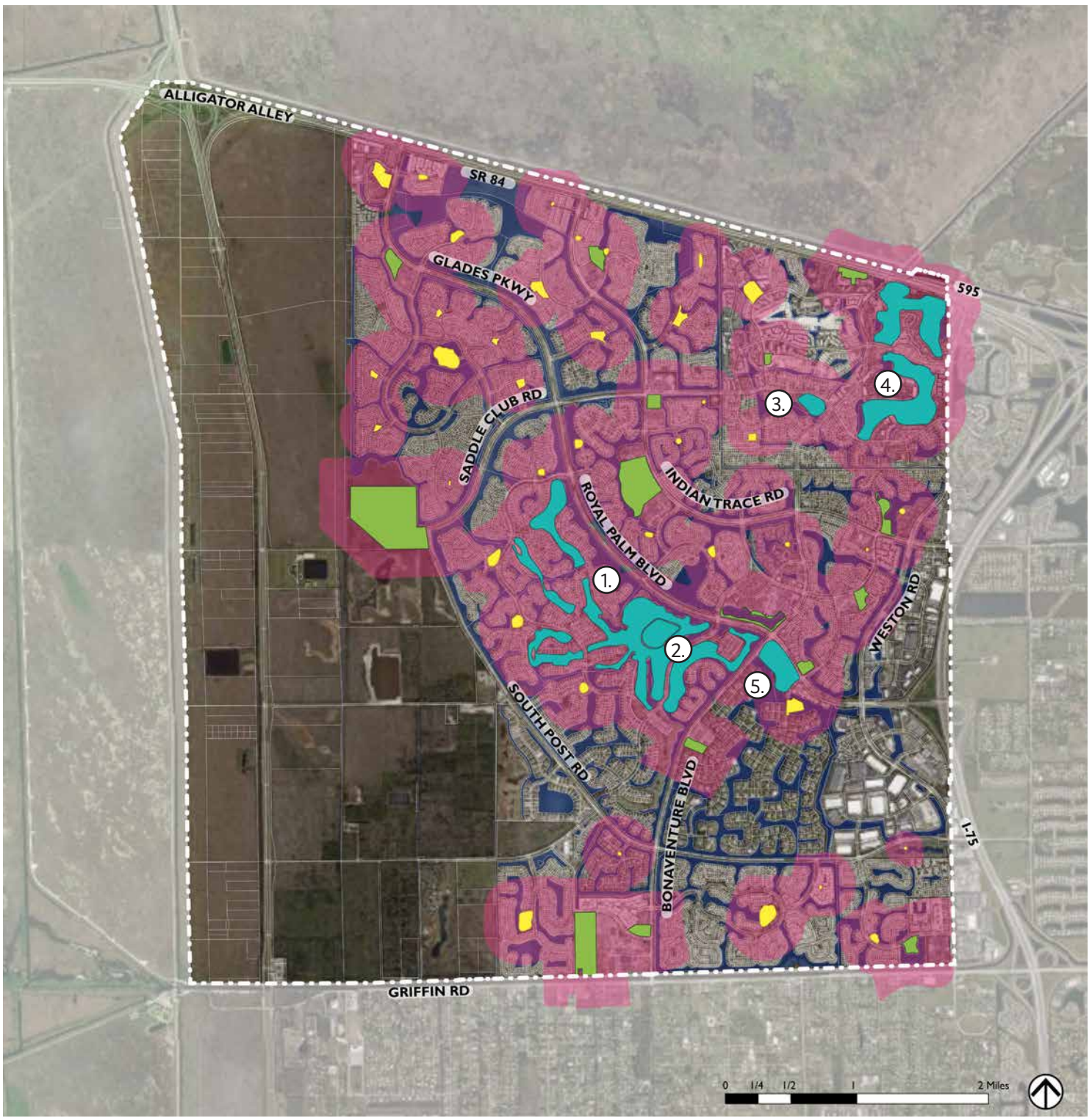
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

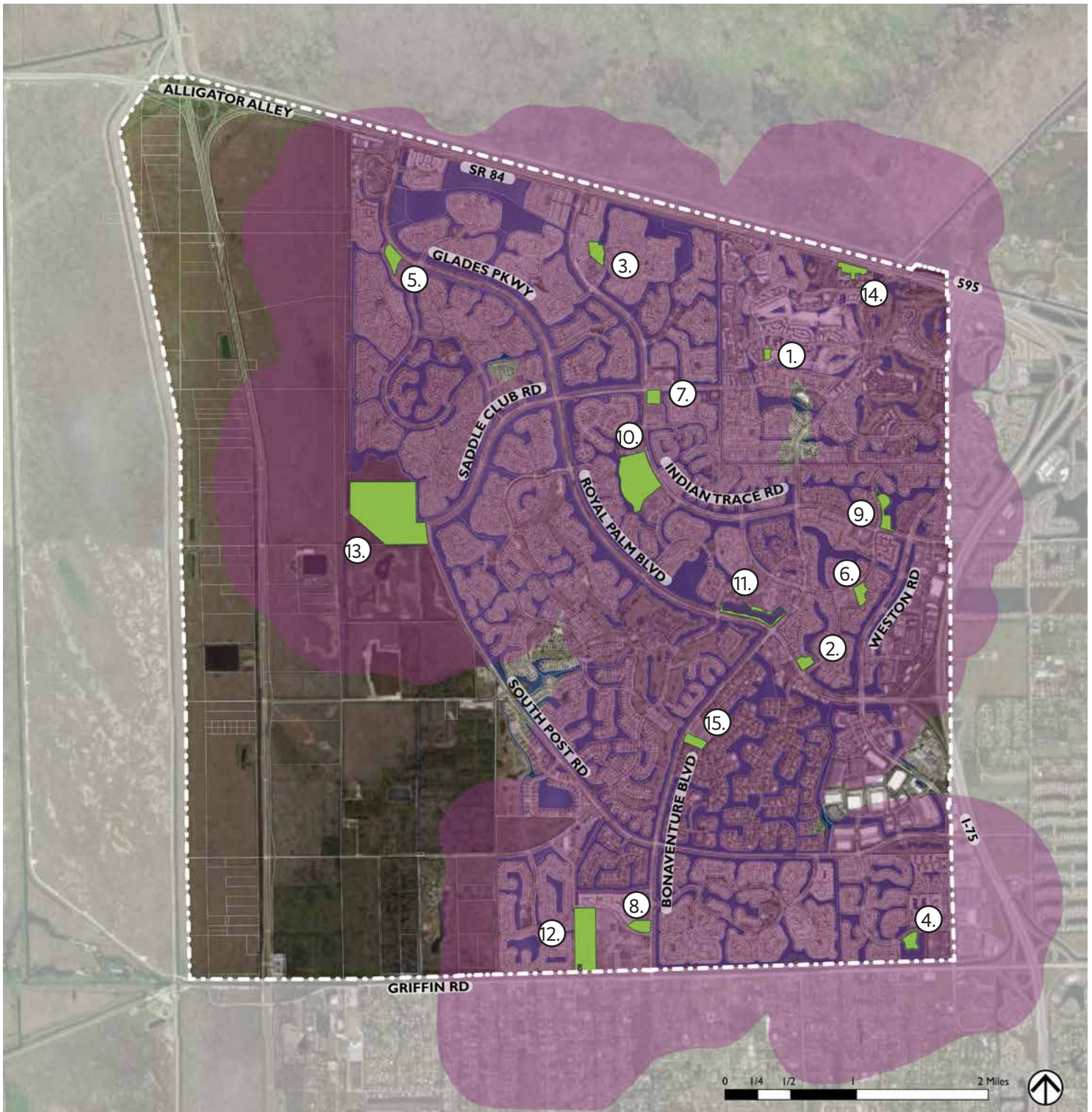
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

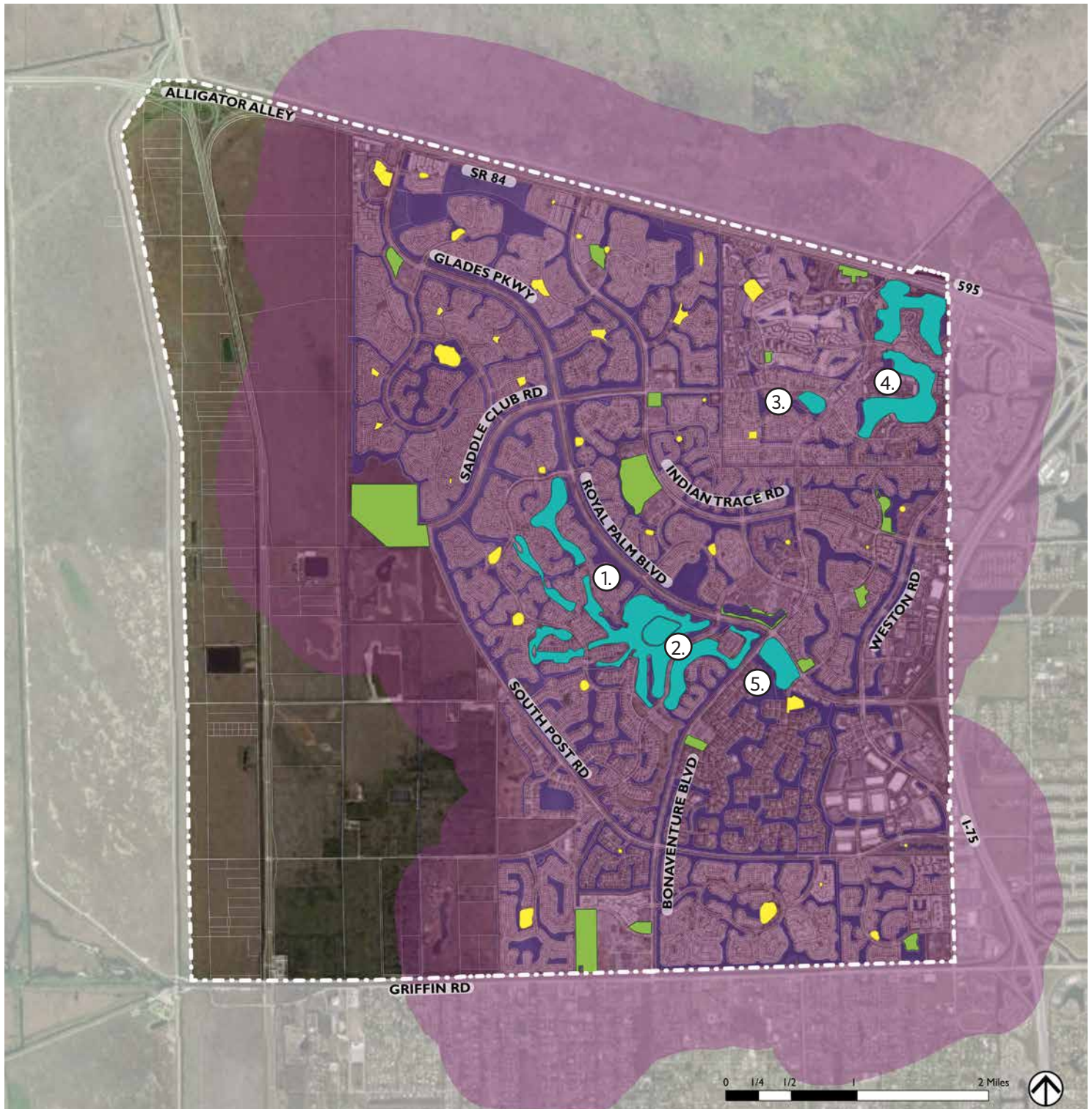
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities







### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 15px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 15px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

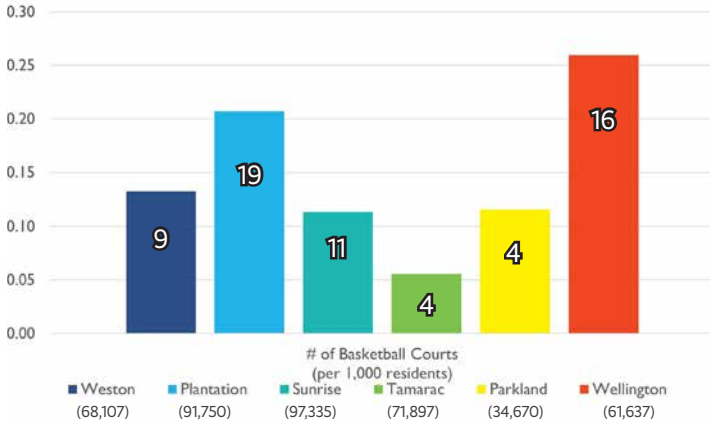
\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

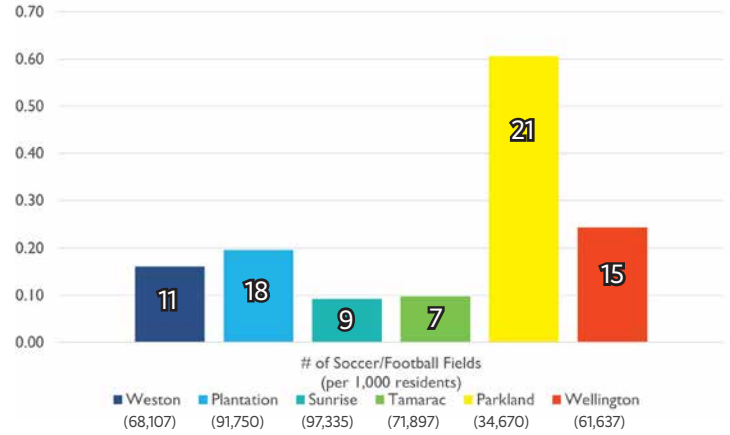
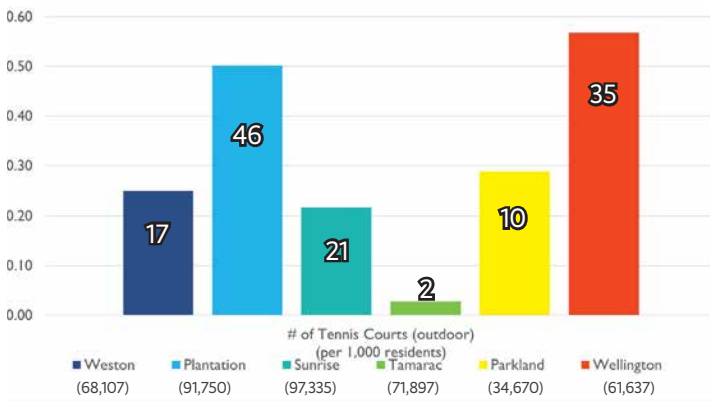


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

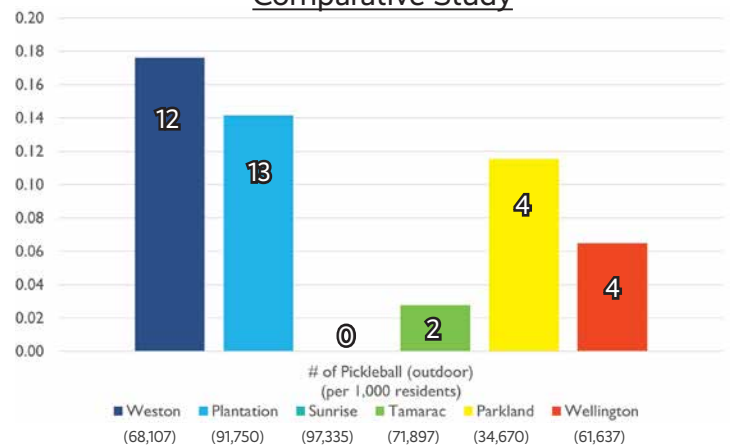
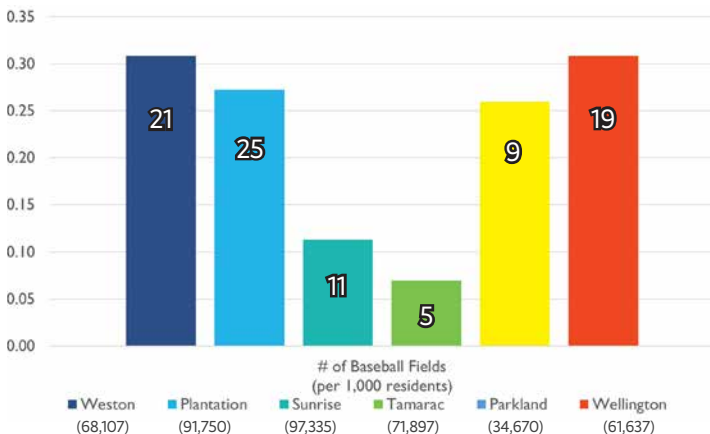


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

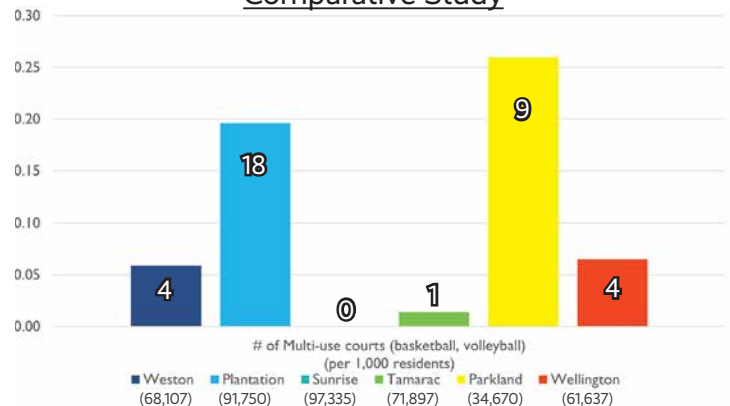


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

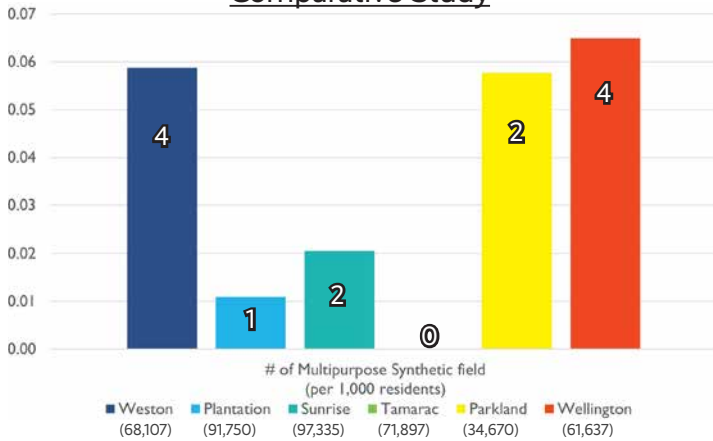


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

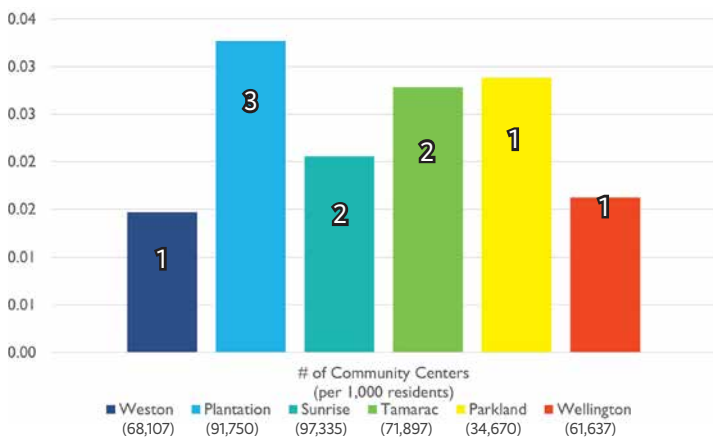


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

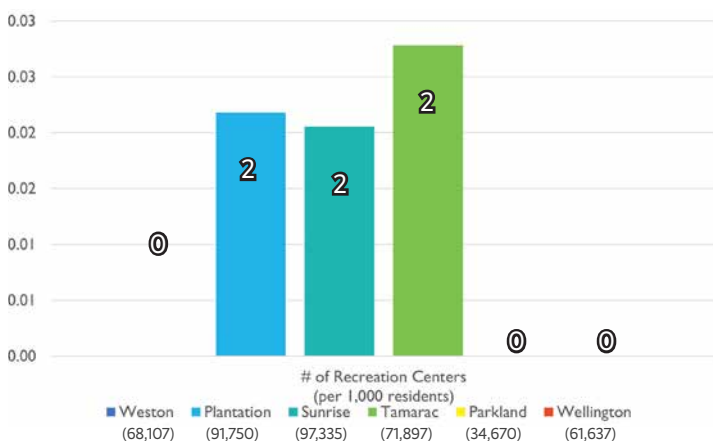


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study





City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

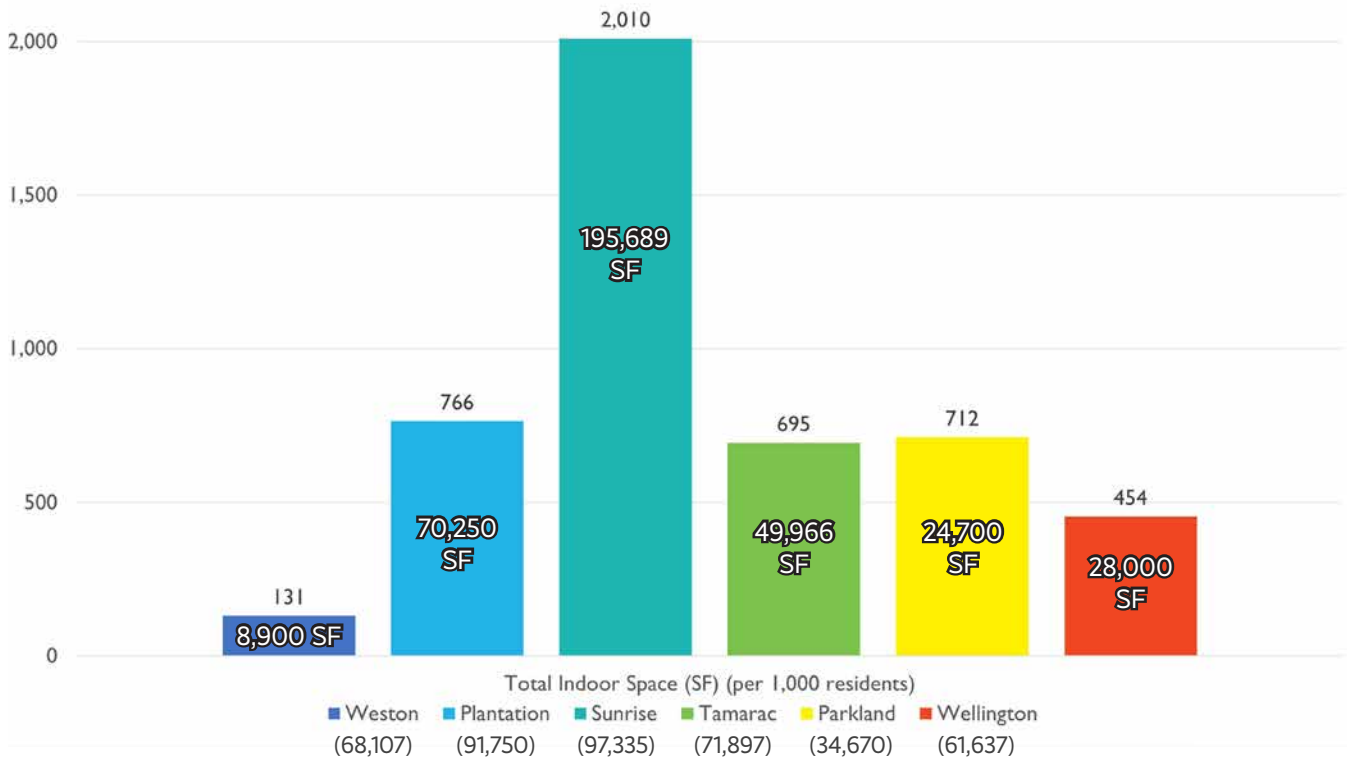


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

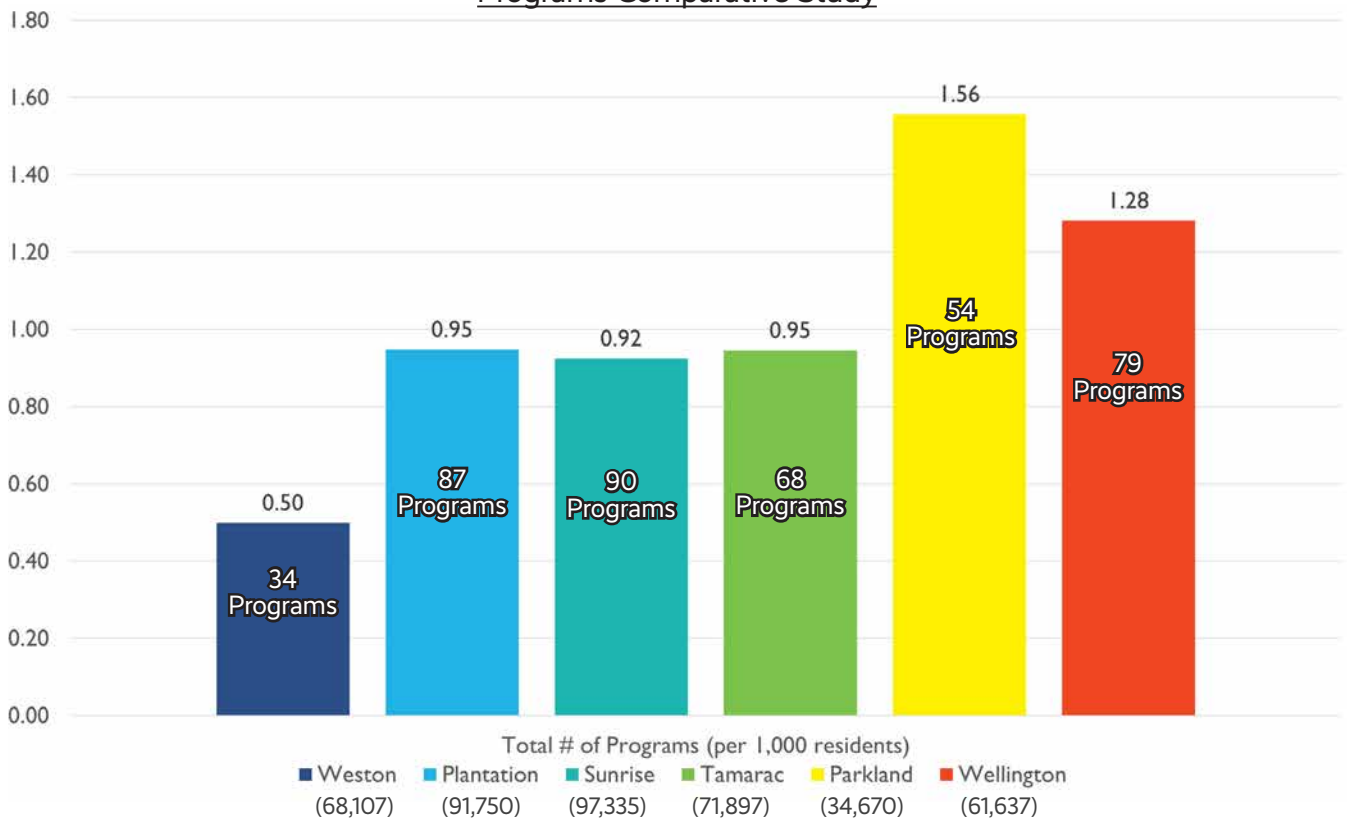


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

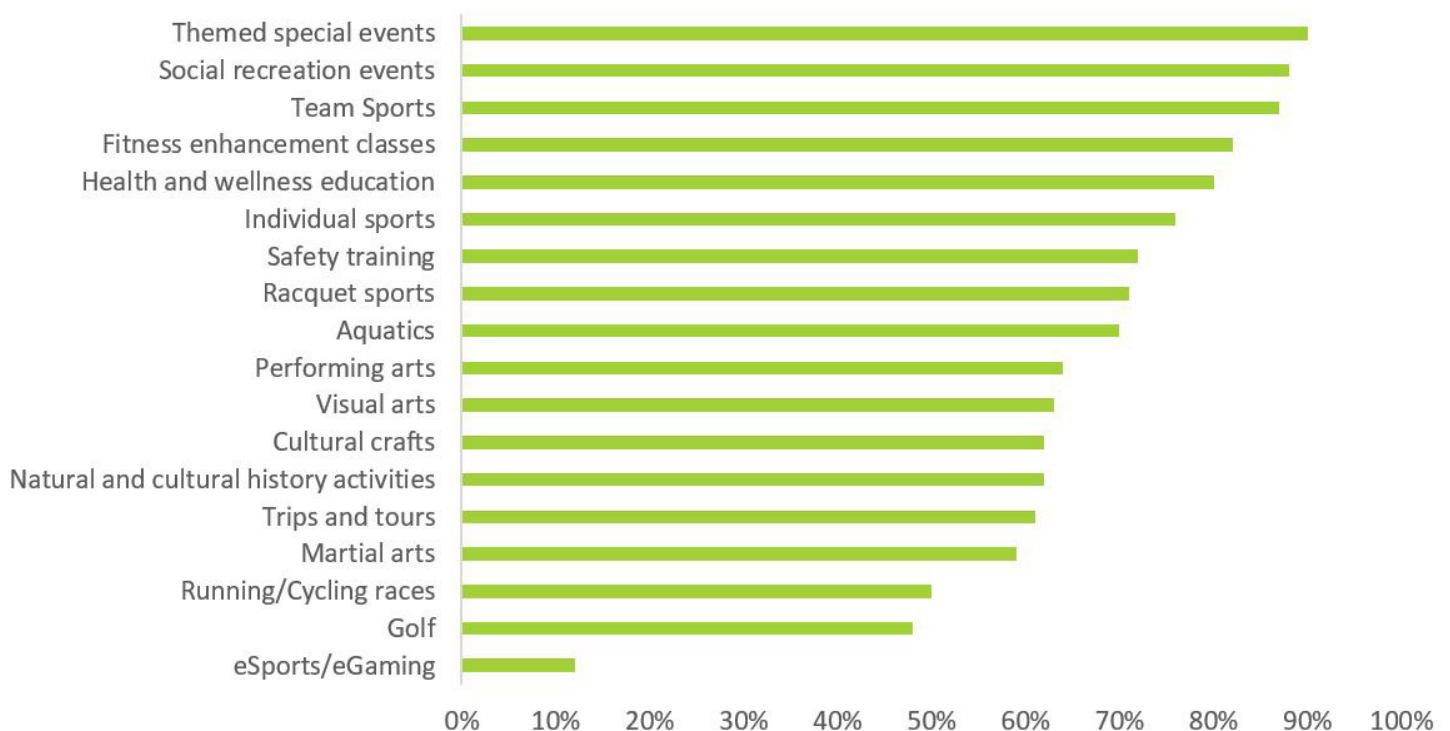


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.







### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone





### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

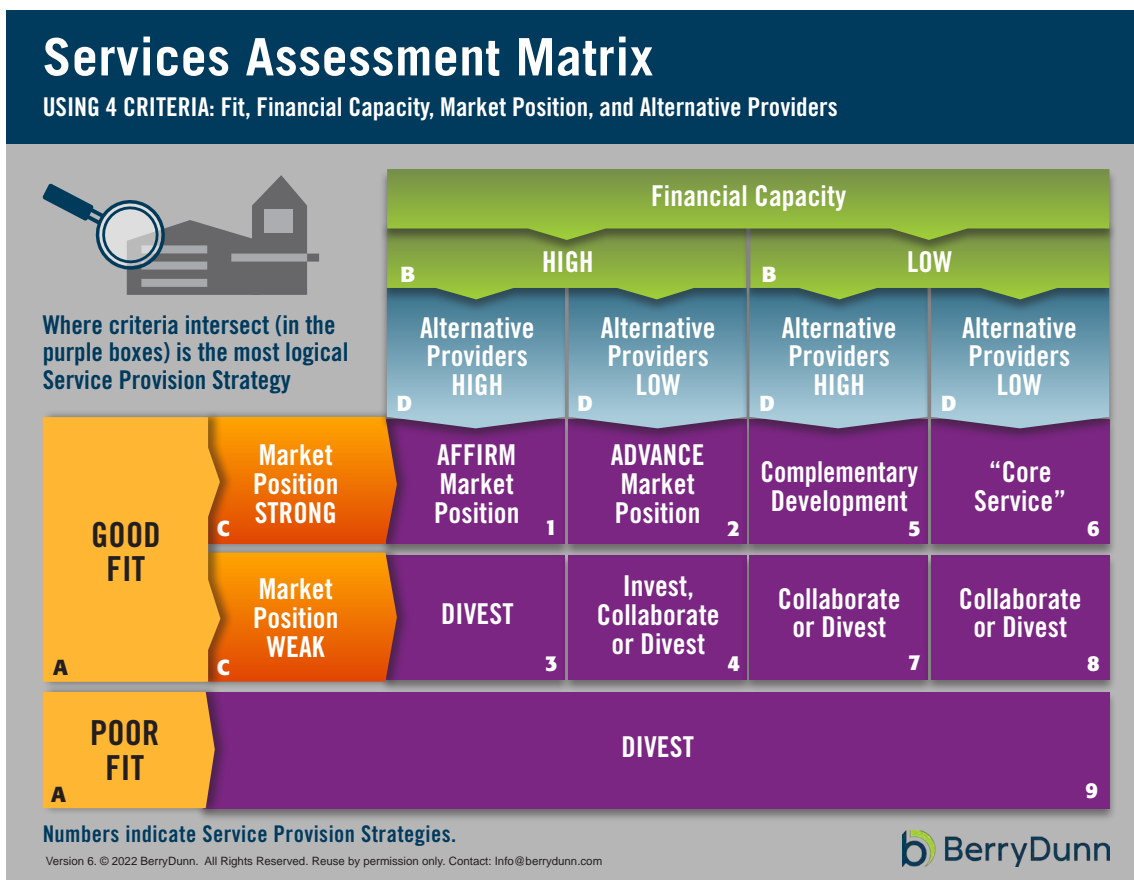


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.





- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used





parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

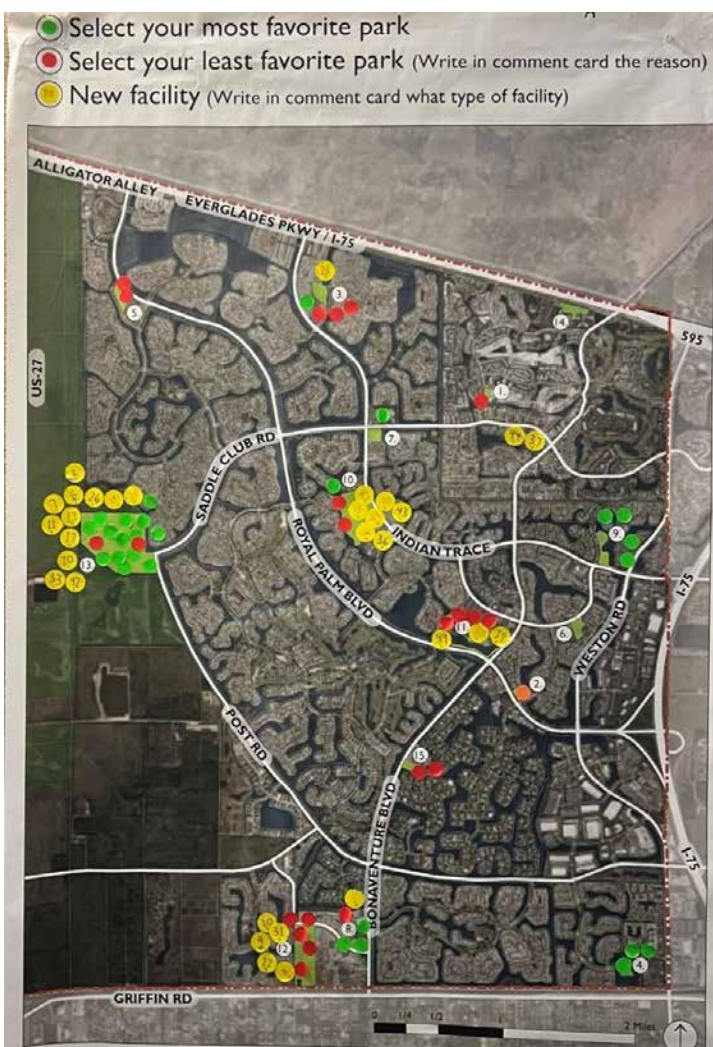


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.





### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

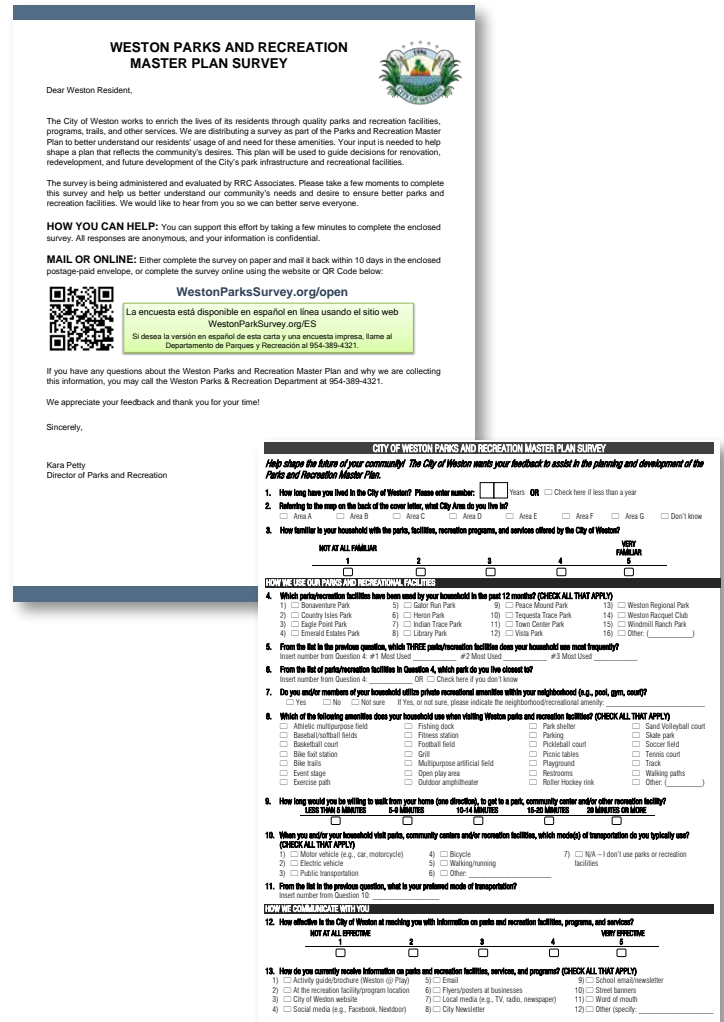


Figure 4.11: Survey Cover Letter and Survey Sample.

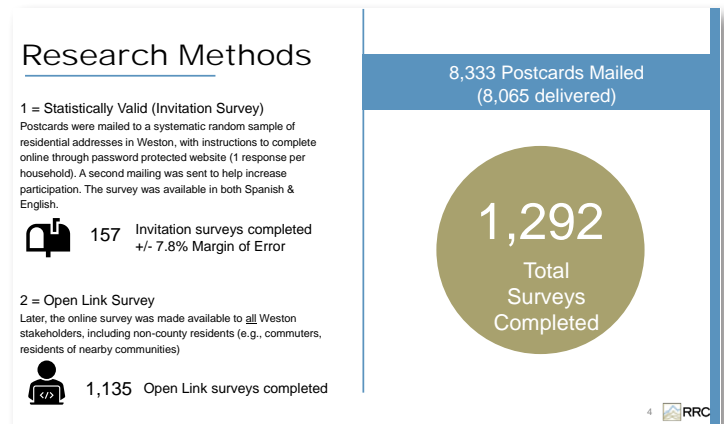
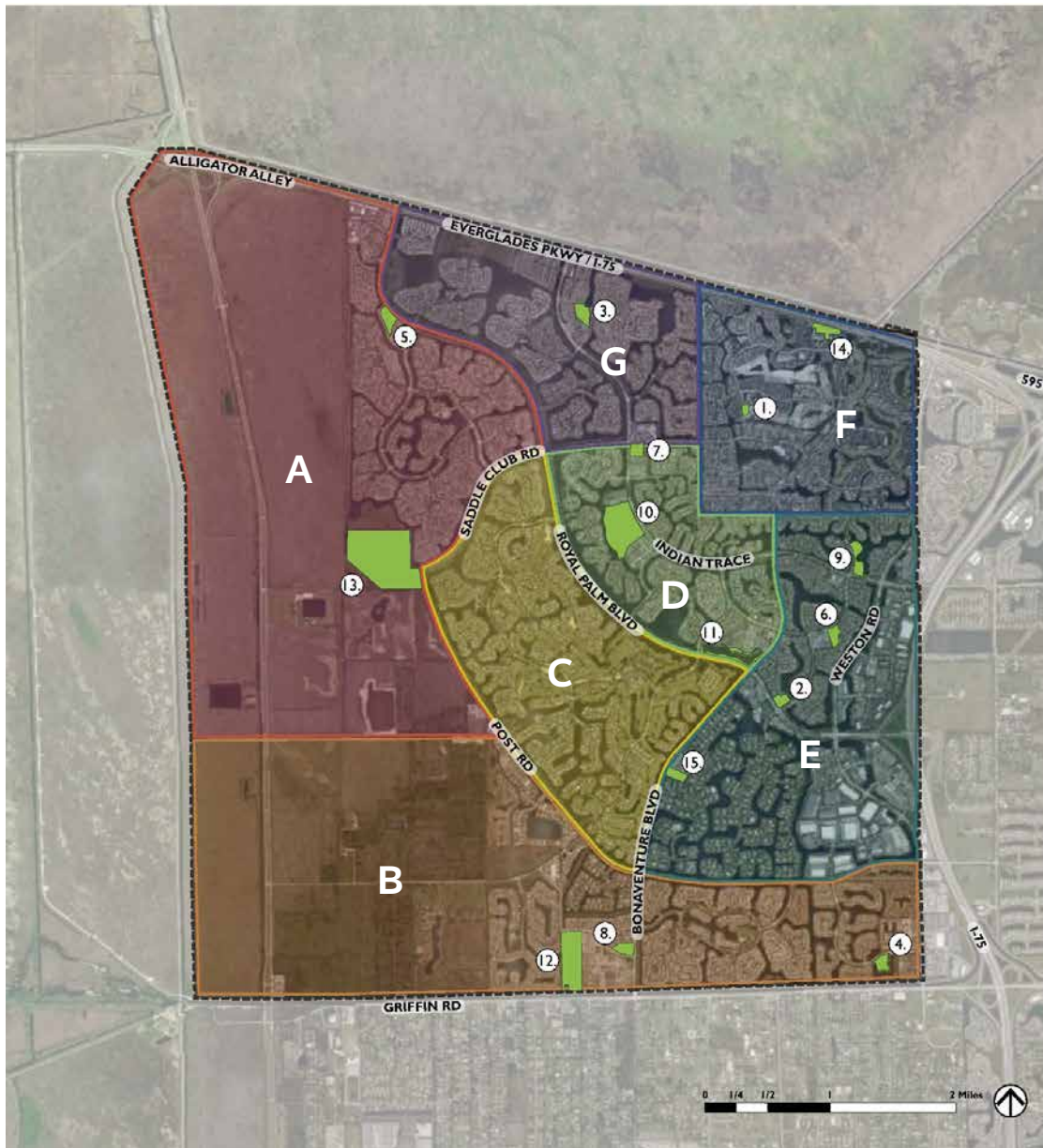


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.



## CITY OF WESTON AREAS & PARKS MAP




**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #e31a1c; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #80cbc4; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #5dade2; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9575cd; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

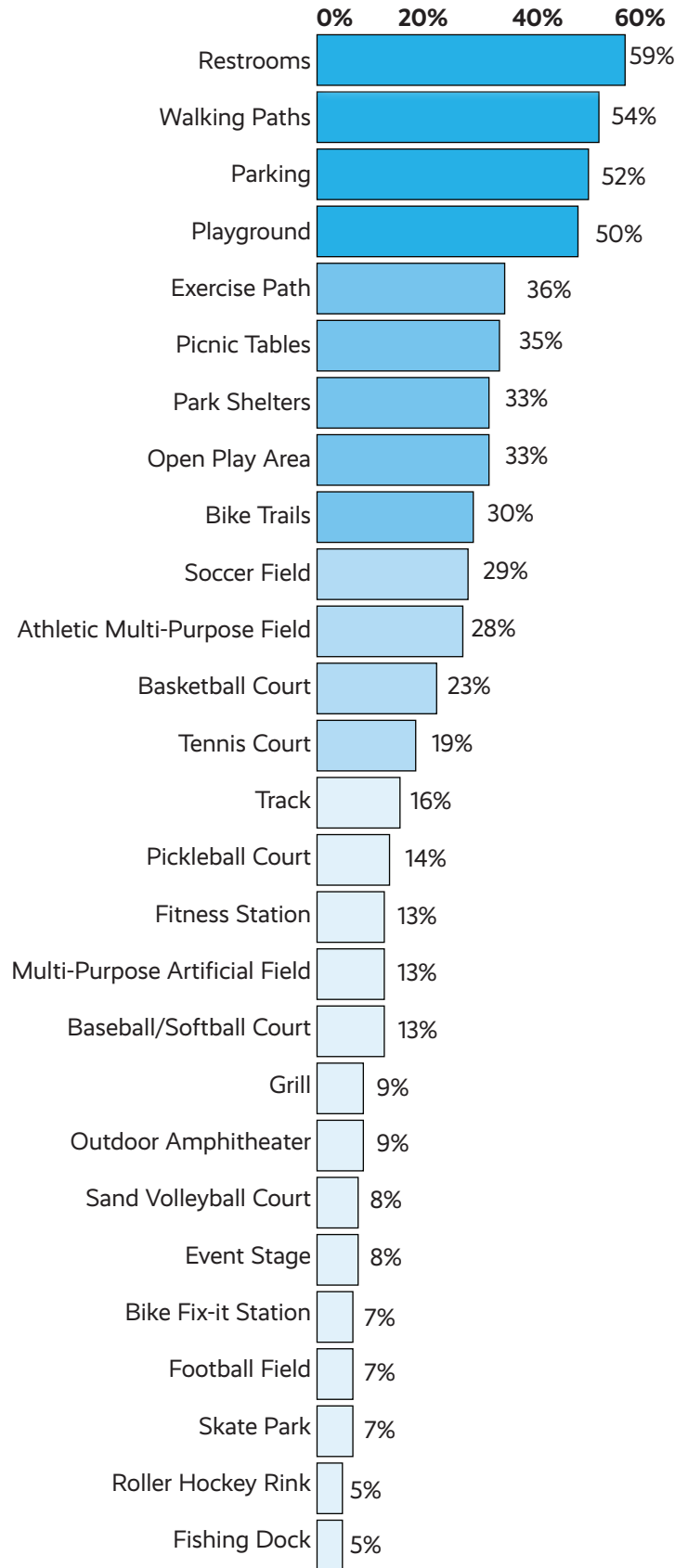


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

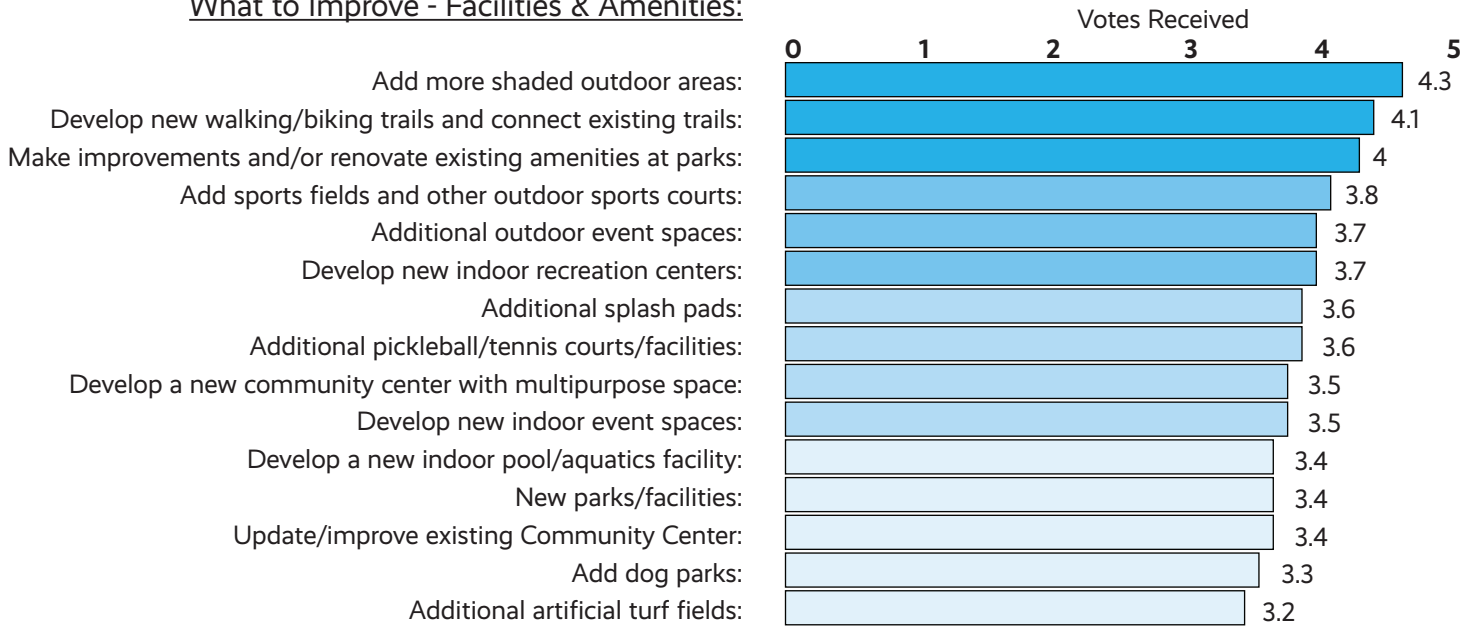


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

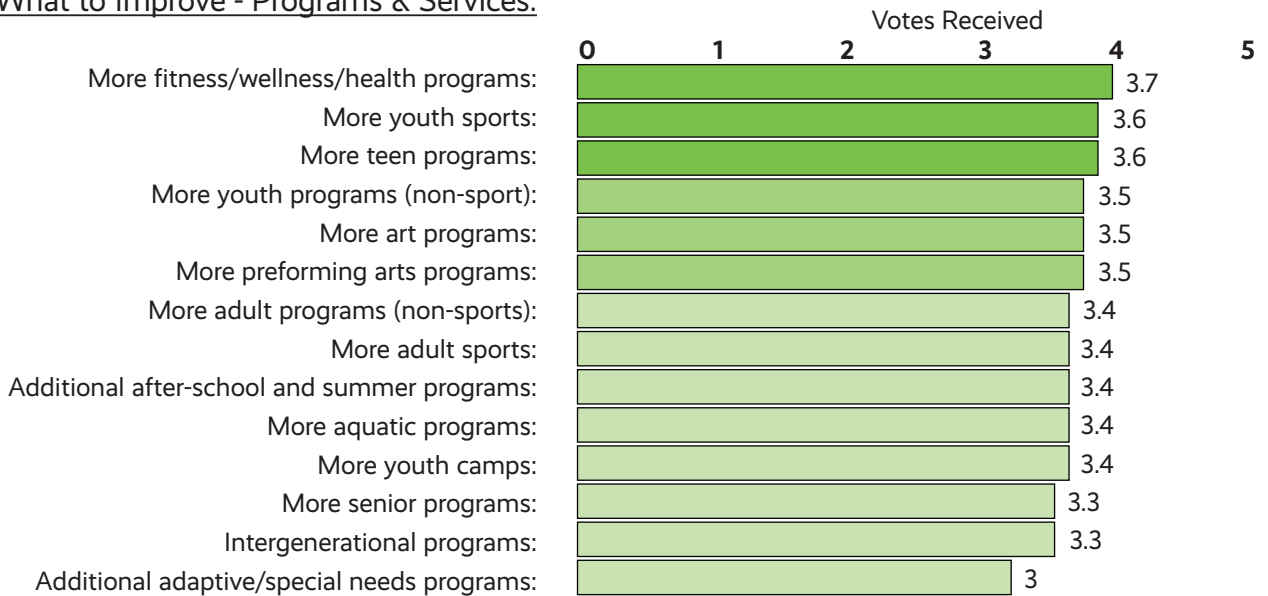


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

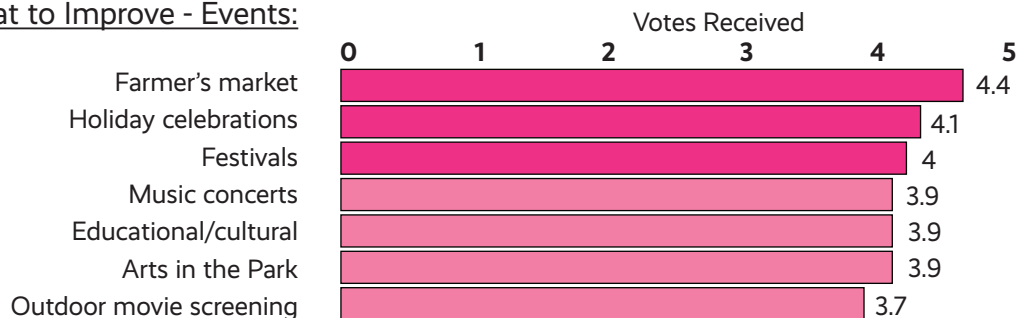


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

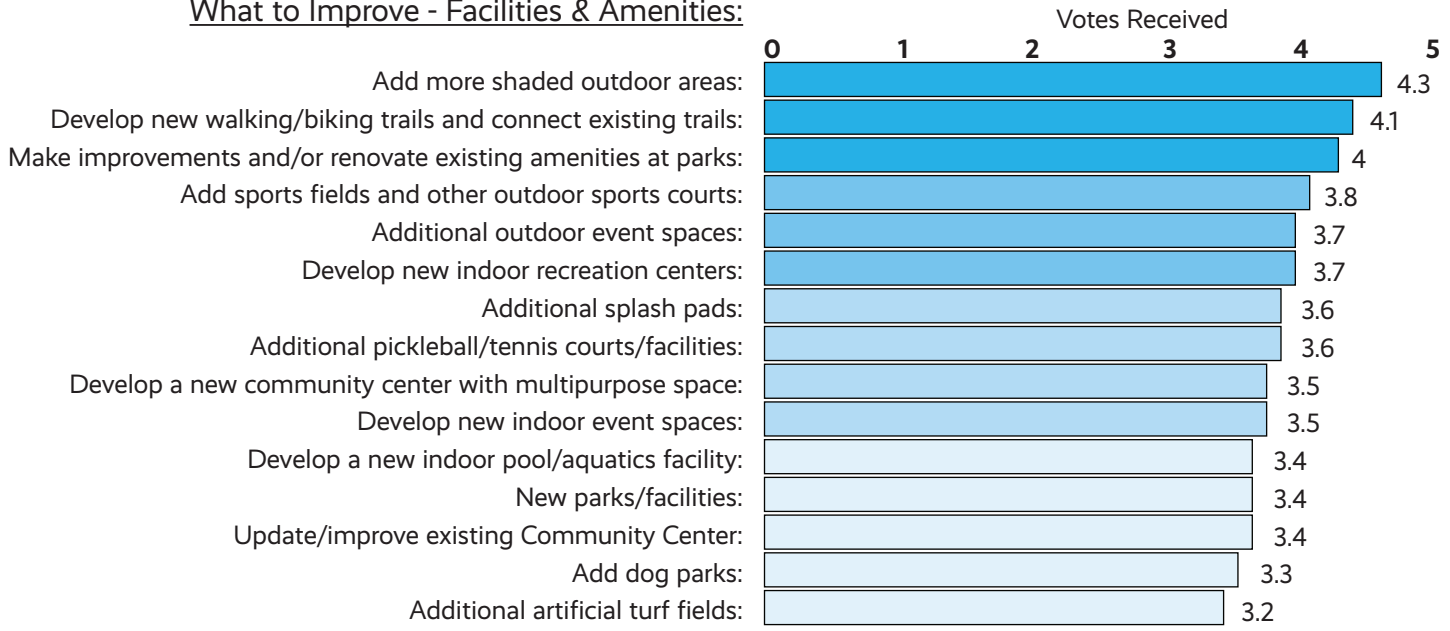


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

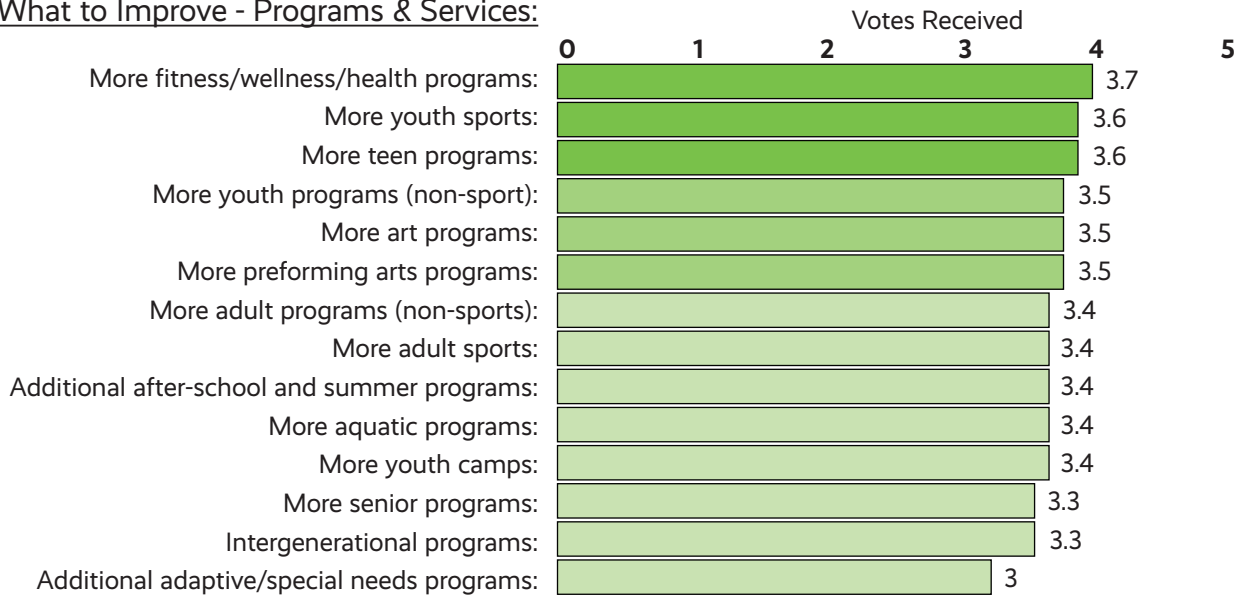


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

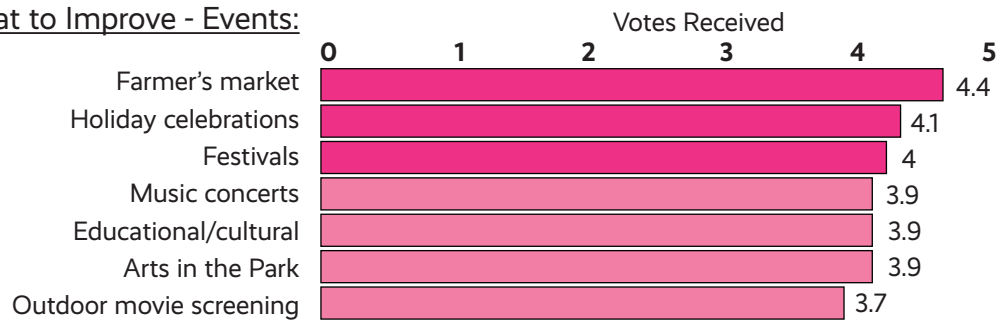


Figure 4.20: What to Improve - Events Graph.







### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.







Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.





**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**





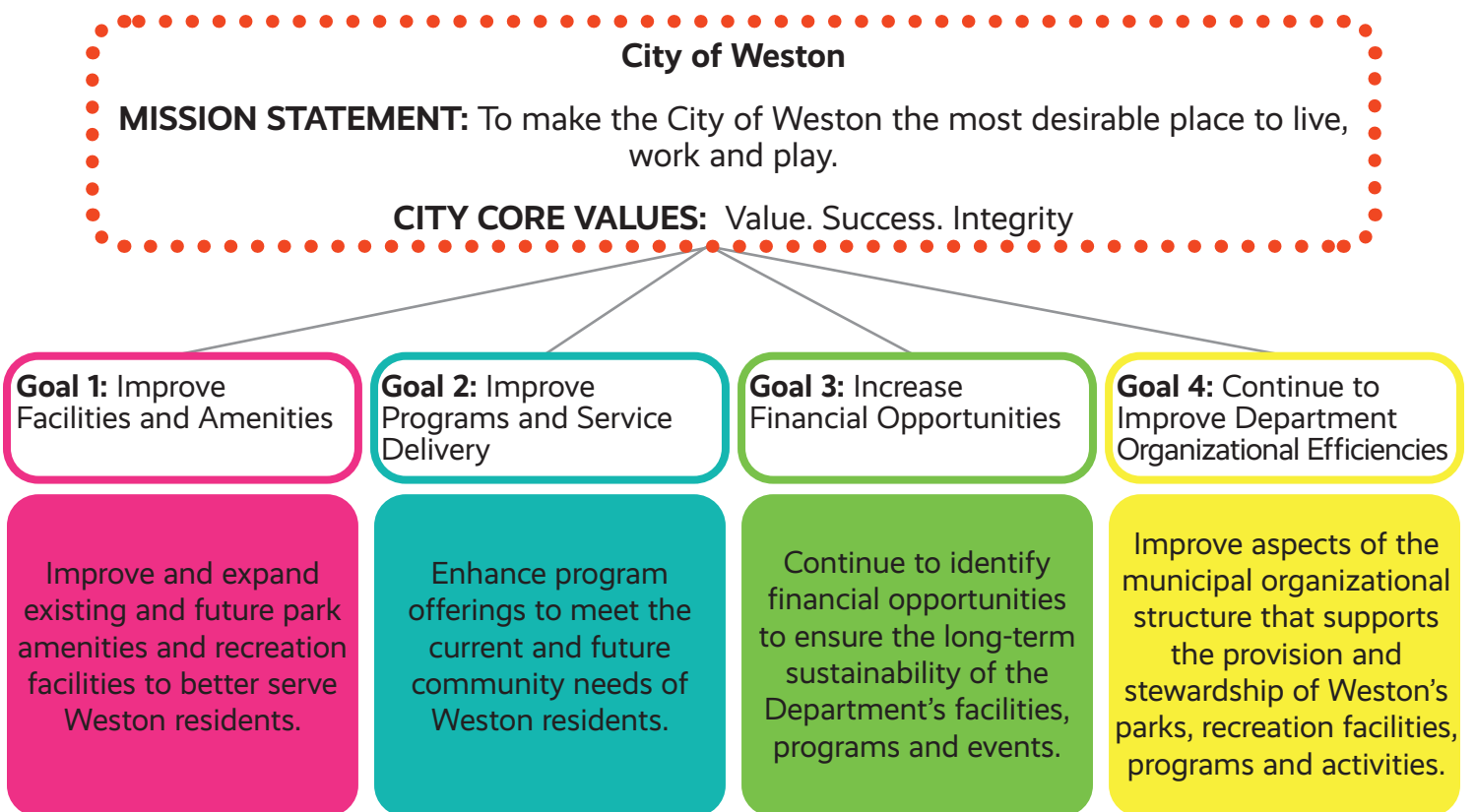
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

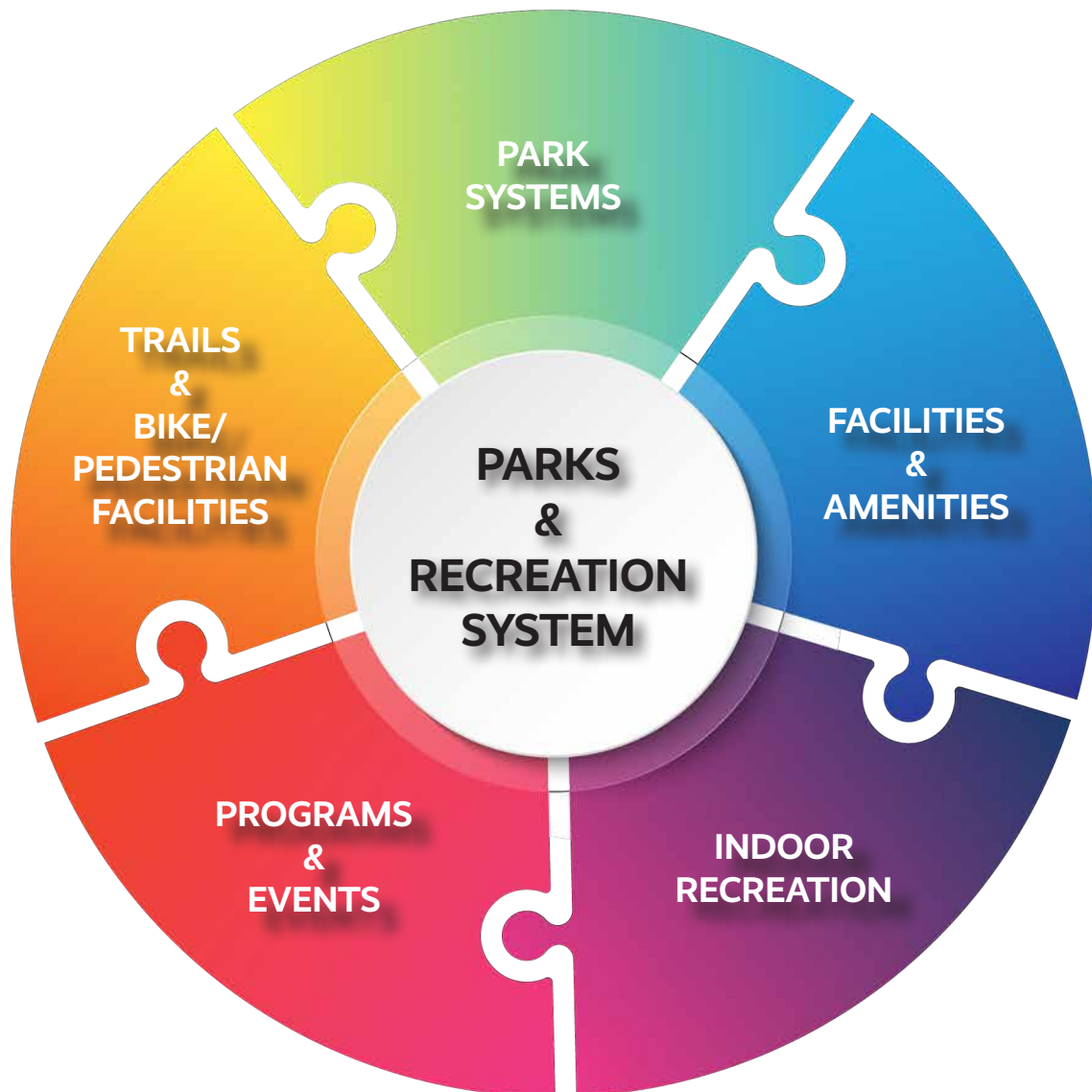


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.







### 5.2.2. Facilities and Amenities

#### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

#### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

#### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

#### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

#### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

#### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

### 5.2.3. Indoor Recreation

#### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

### 5.2.4. Programs & Events

#### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.



As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.





Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





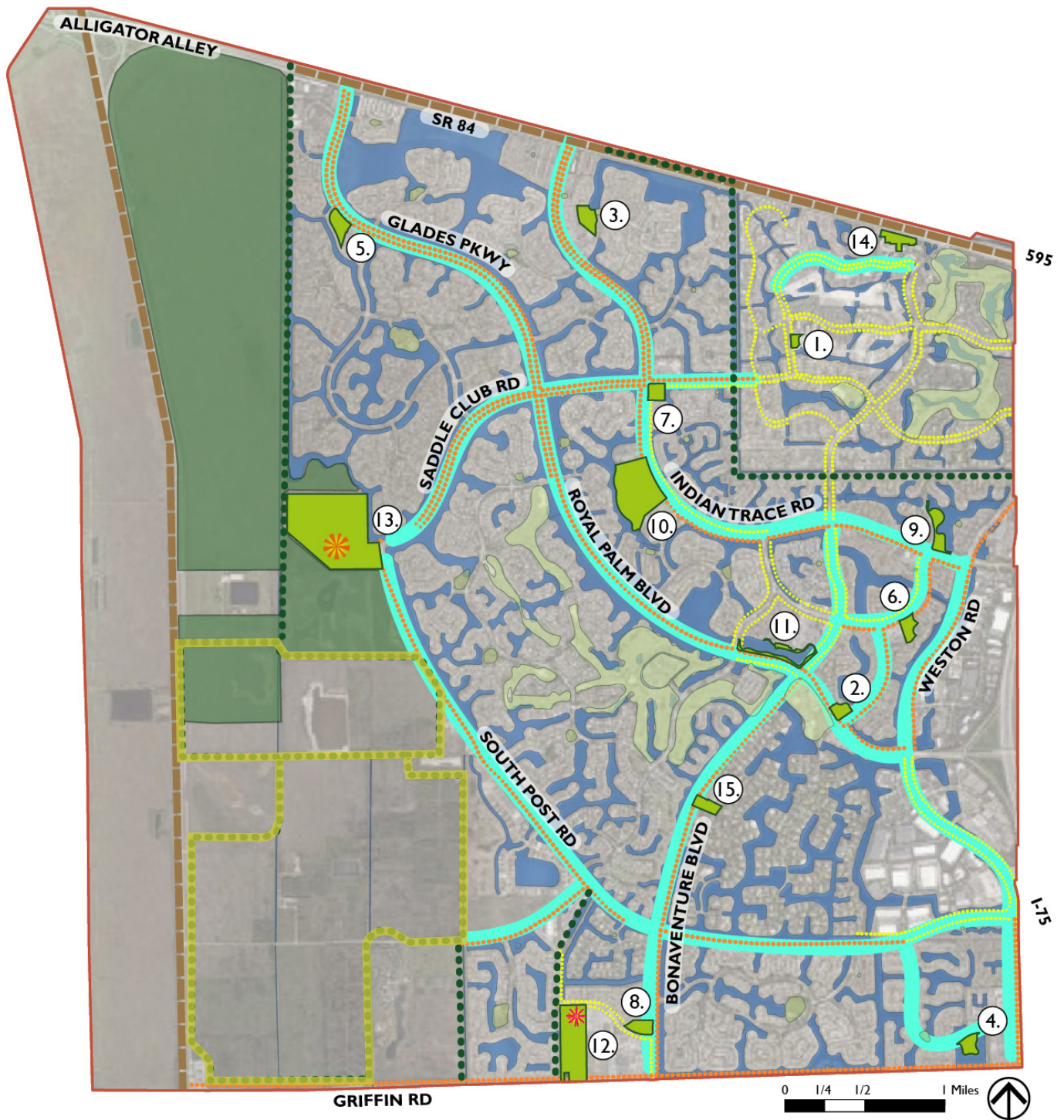
<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)





1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.





## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park (\$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000







<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



5. Trails & Bike/Pedestrian Facilities				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
Objective 5.1 – Expand greenways and trails connectivity.				
Actions				
5.1.a Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

Grand Total:	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
*Grand Total:	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.







Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.



### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

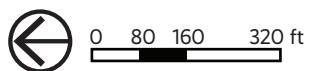
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





## Regional Park Improvement Scenario (Short Term)





Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

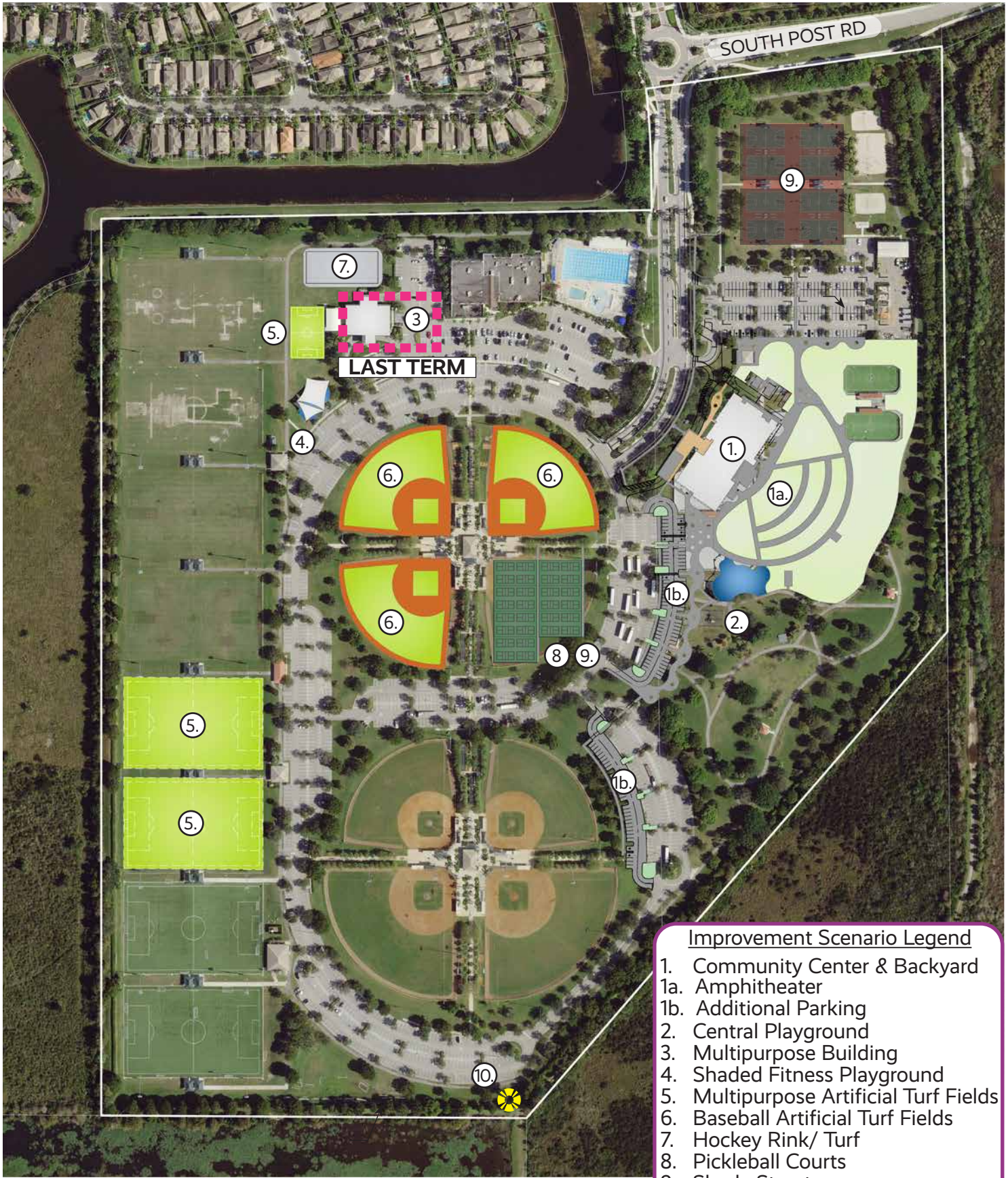
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



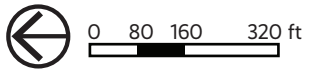




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

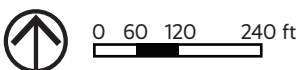
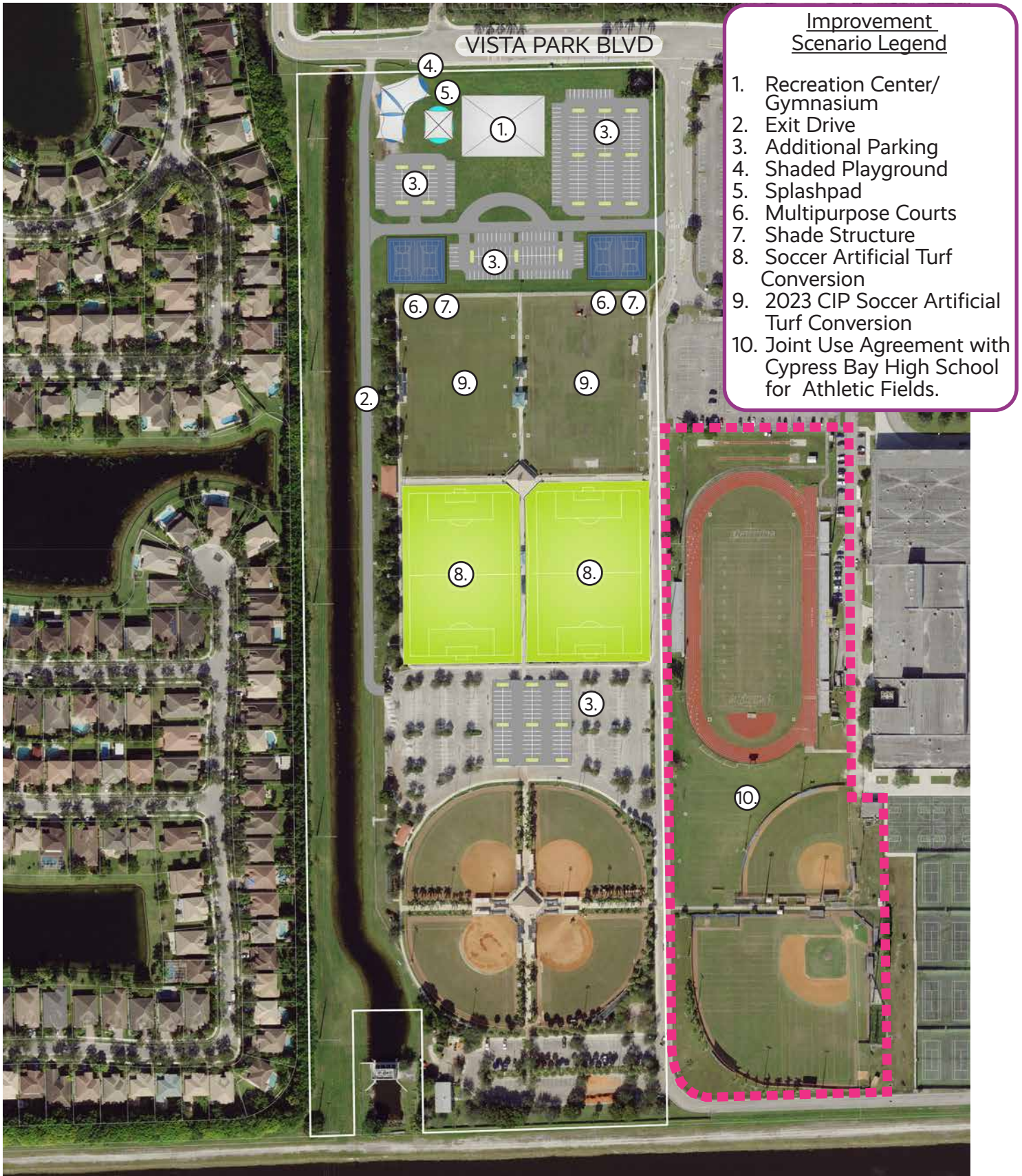
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total:</b>				<b>\$29,400,000</b>
<b>*Grand Total:</b>				<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total:</b>				<b>\$13,354,500</b>
<b>*Grand Total:</b>				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





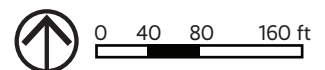


### Eagle Point Park Improvement Scenario



Improvement Scenario Legend

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

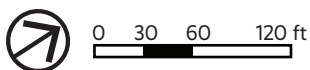




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court







<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.

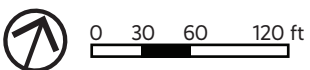


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.

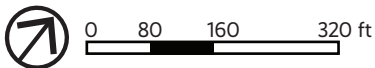




## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario







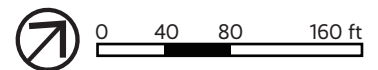
<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.



## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

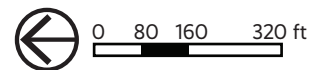
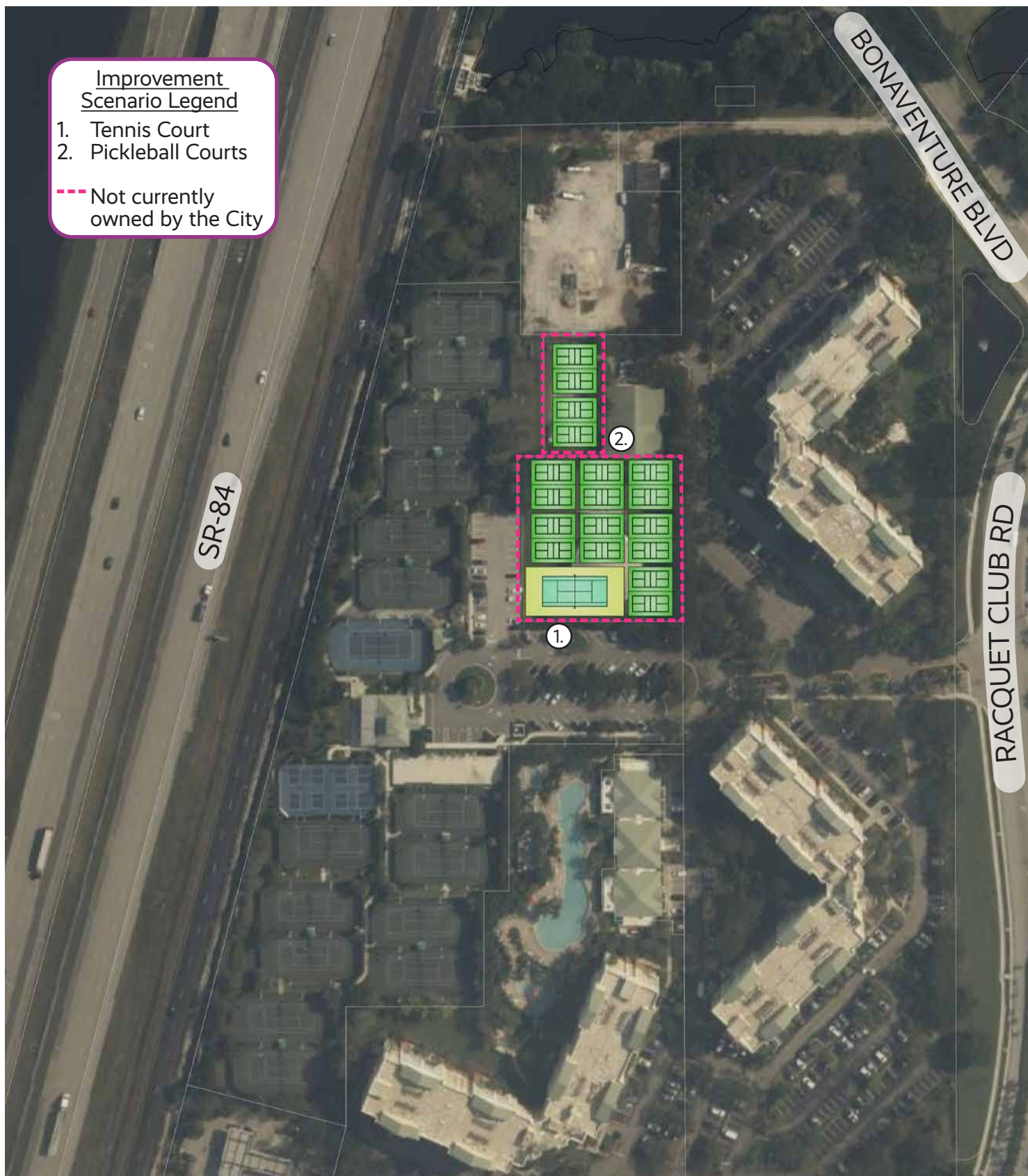
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.







There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers







should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00







Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





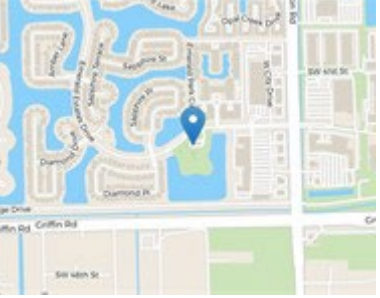

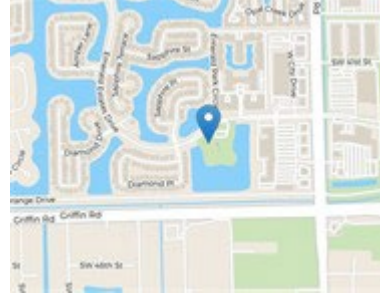

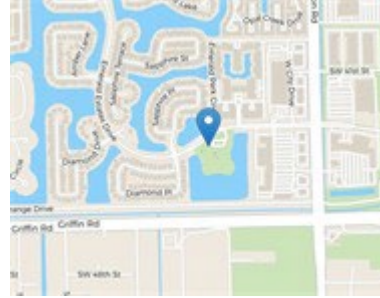

Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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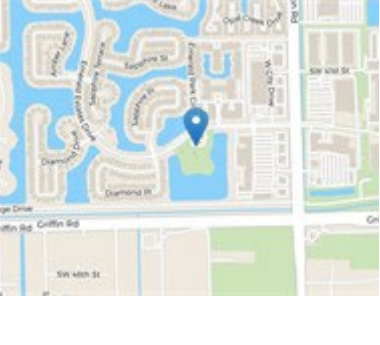

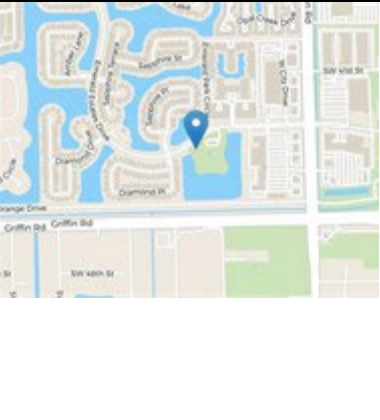

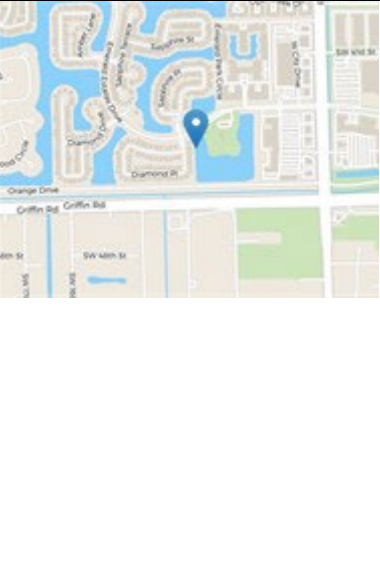



# ADA FIELD EVALUATION

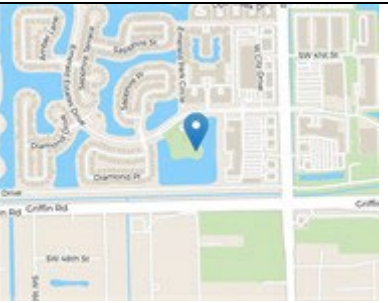

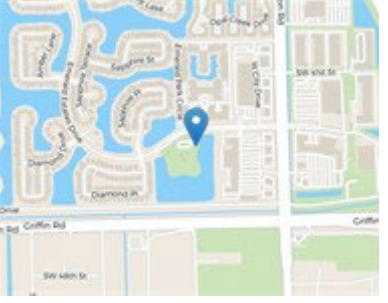

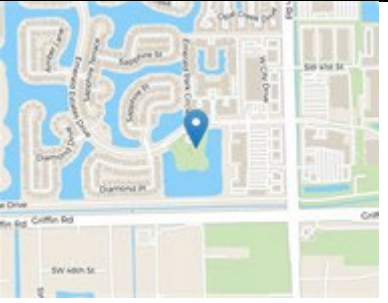

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

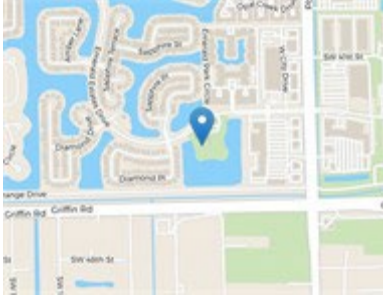

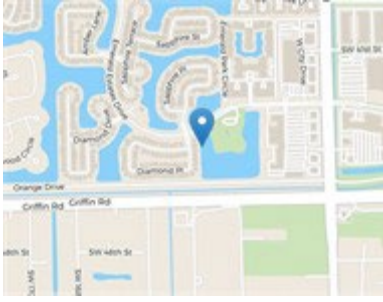

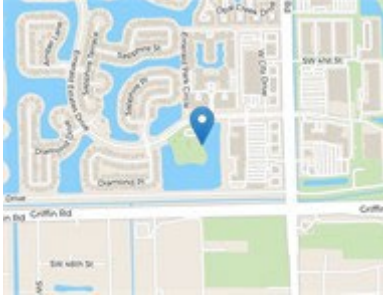

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

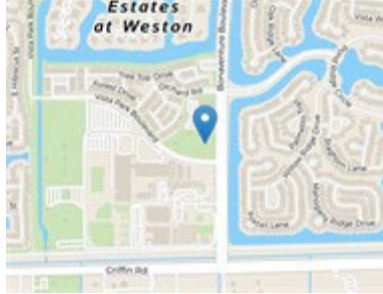





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			






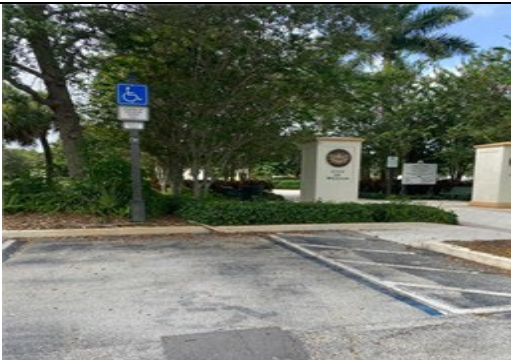

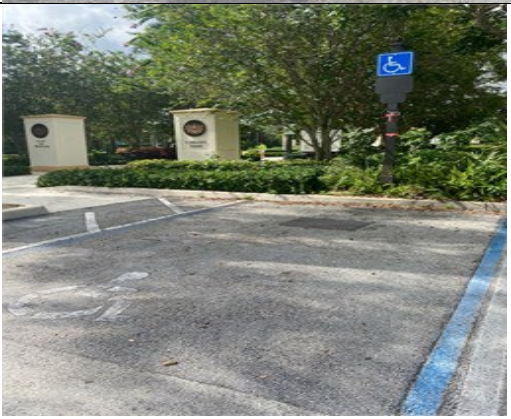
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	



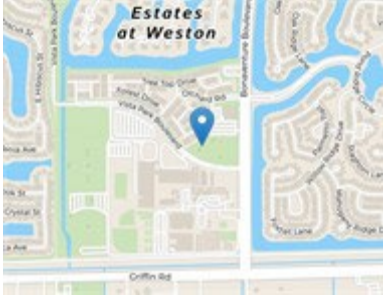




<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

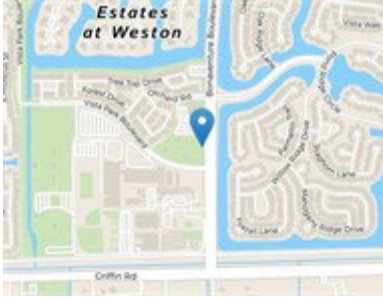





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



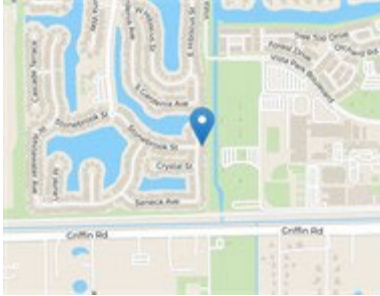

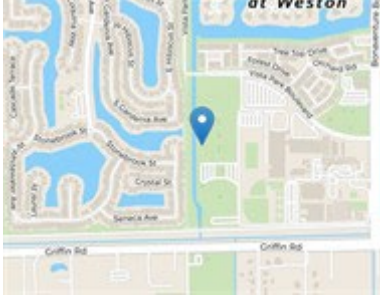

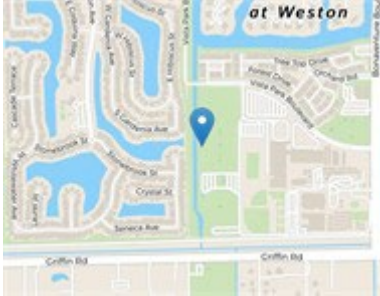

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



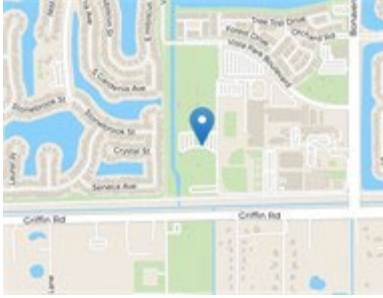

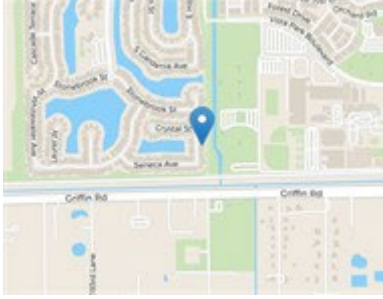


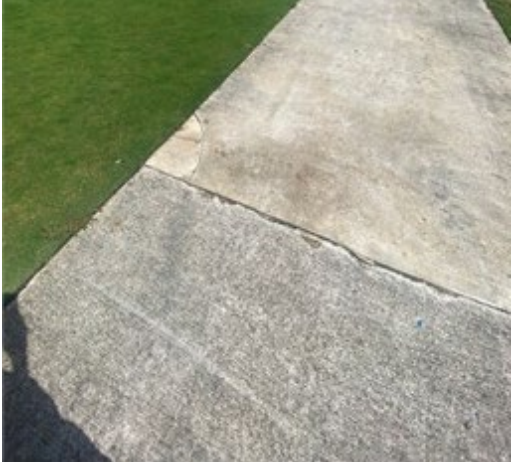
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





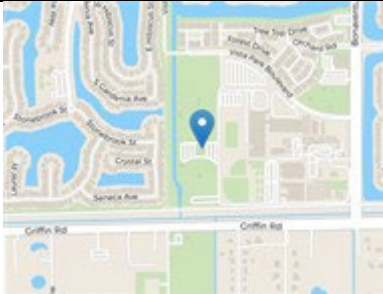

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





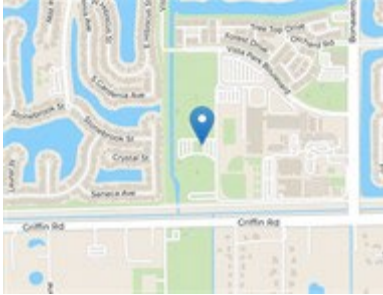

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





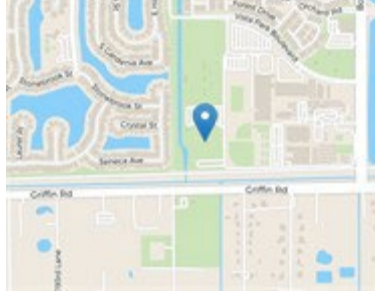



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	





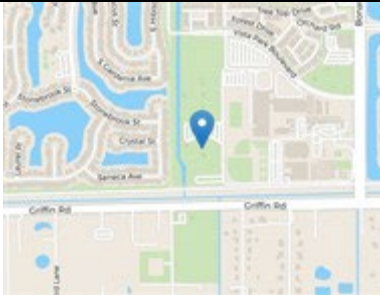


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	





<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



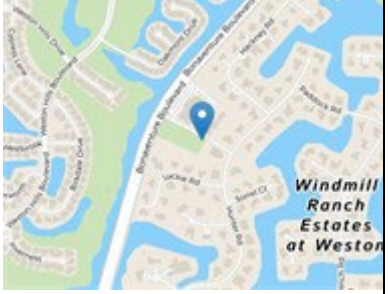



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			















<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				

<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

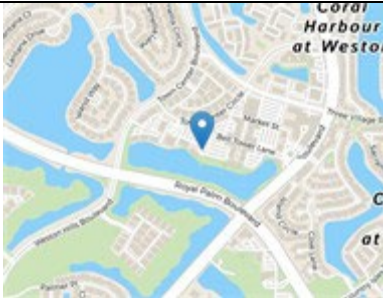

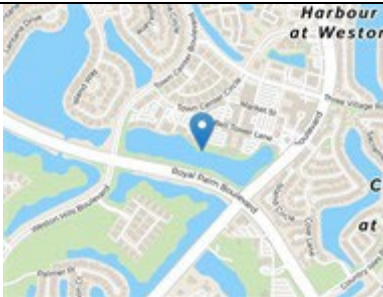

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




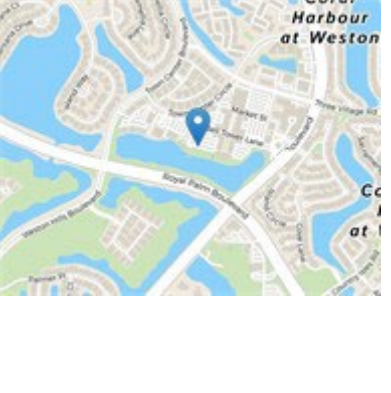

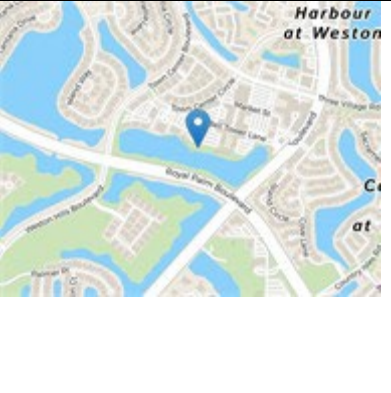

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

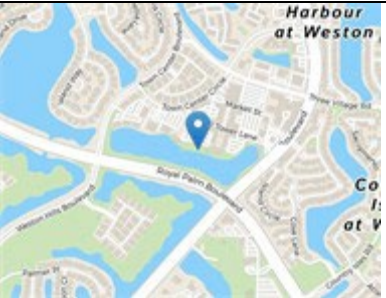

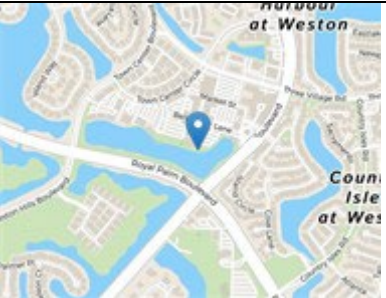

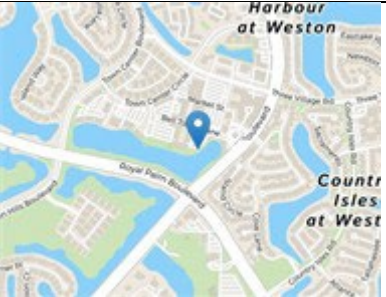

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	



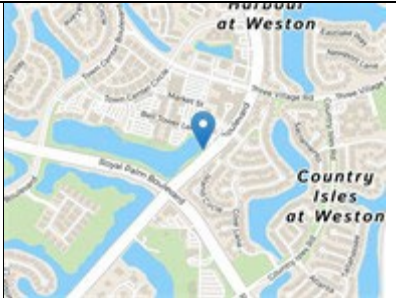



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



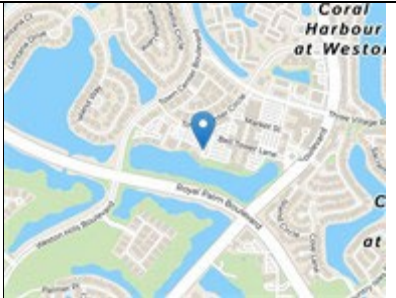

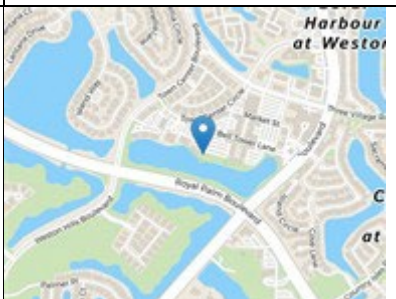

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





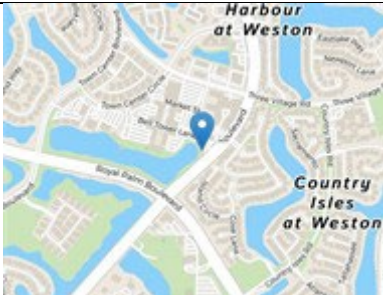

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	




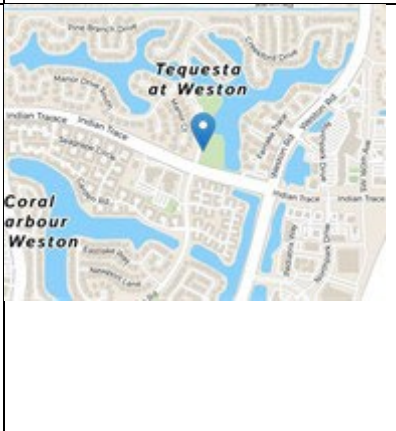

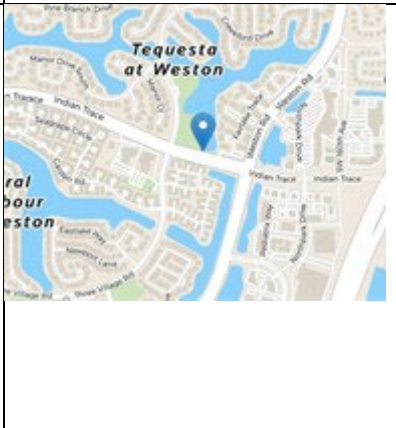
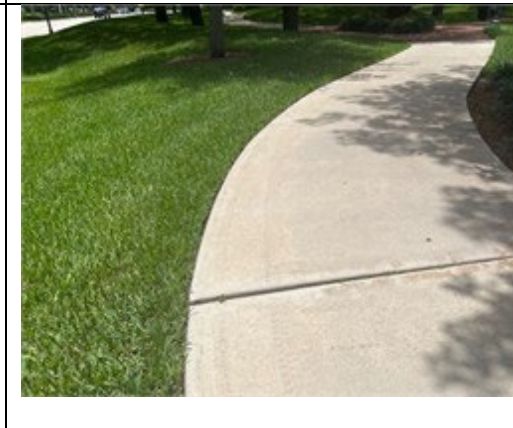
<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




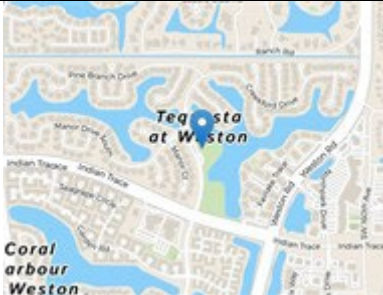
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



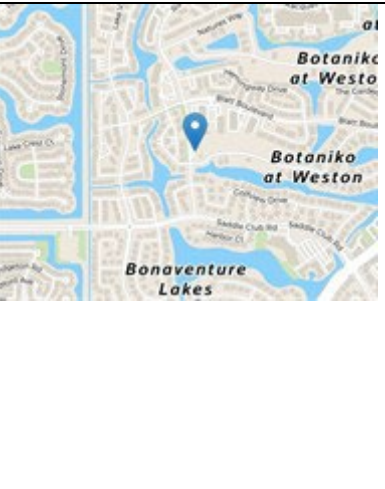

8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			





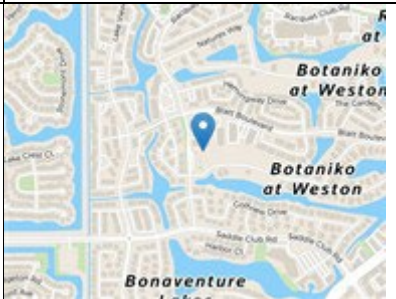



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




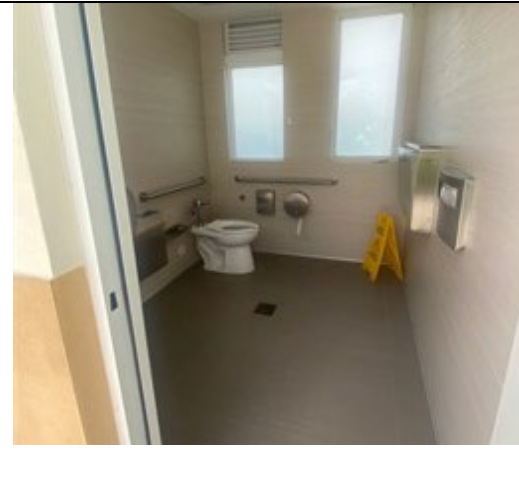




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

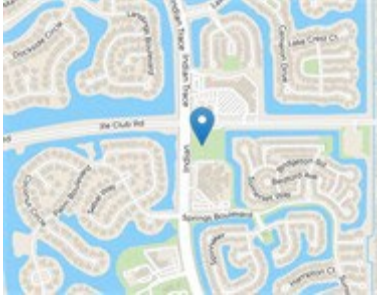



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			





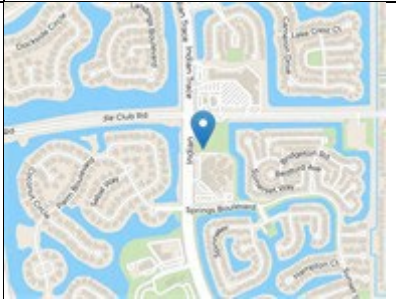

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




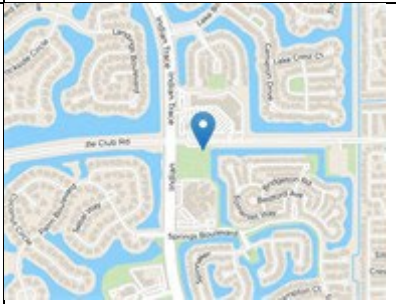


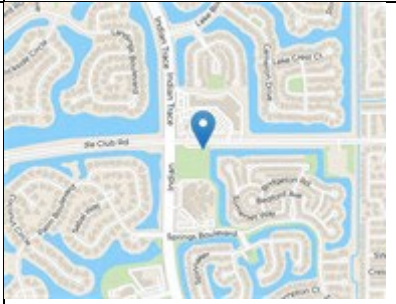

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


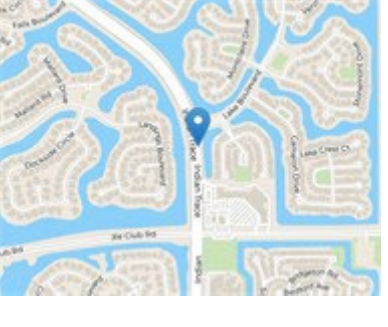

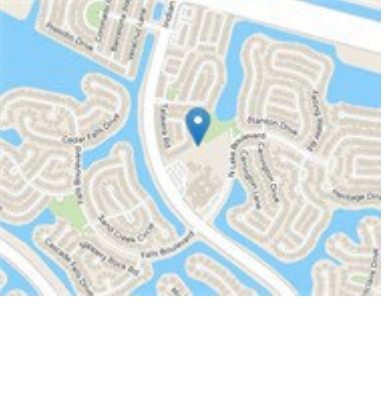

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



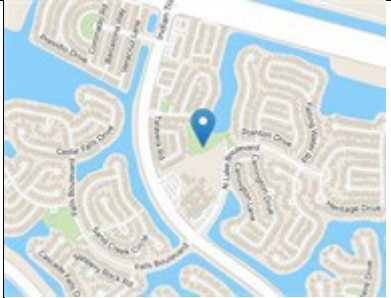

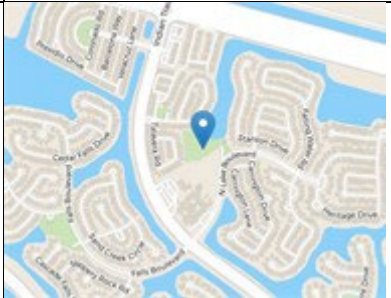

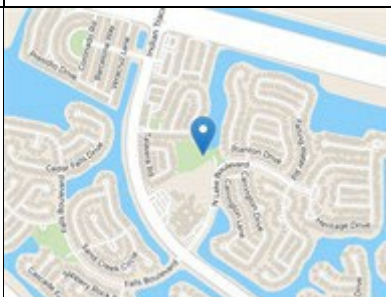

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



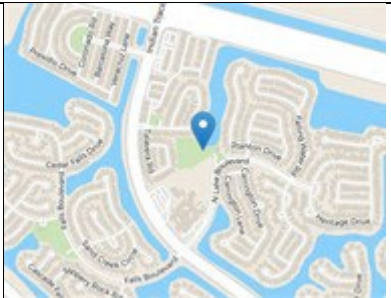

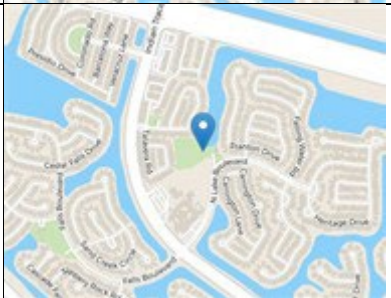


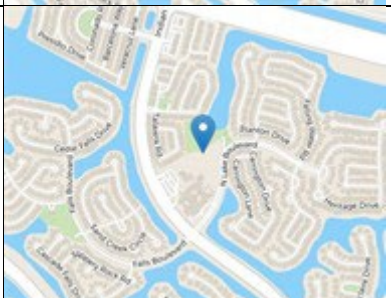

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

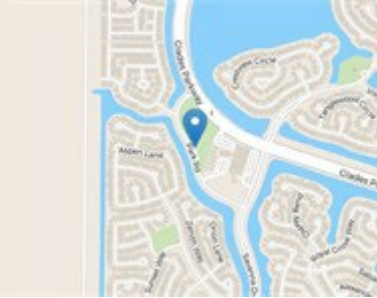

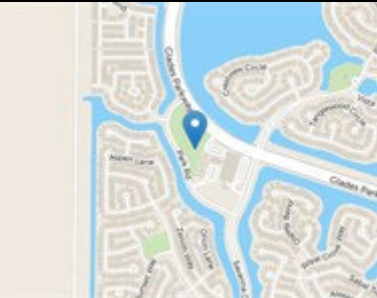

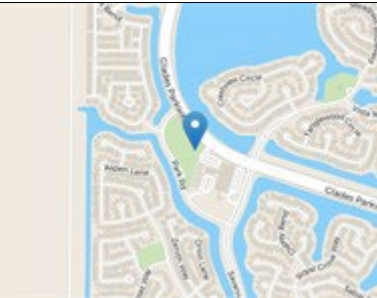

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



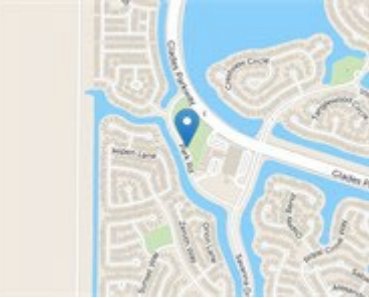

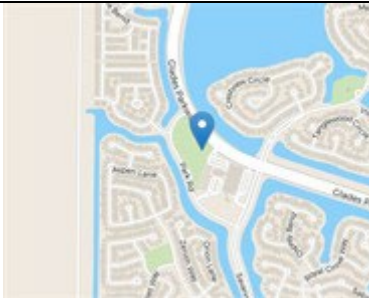


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	




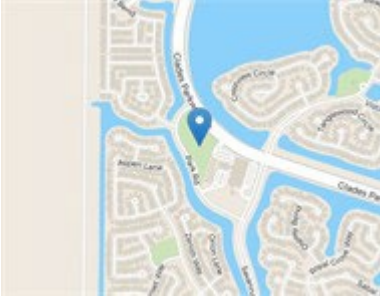

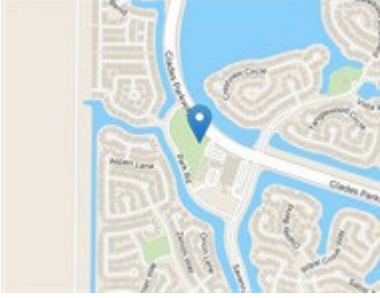

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

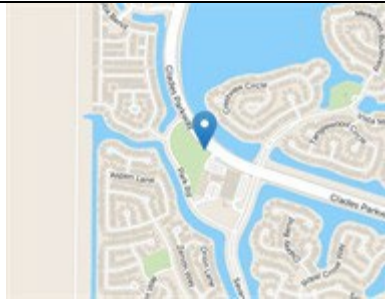

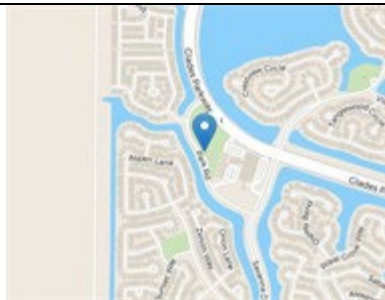
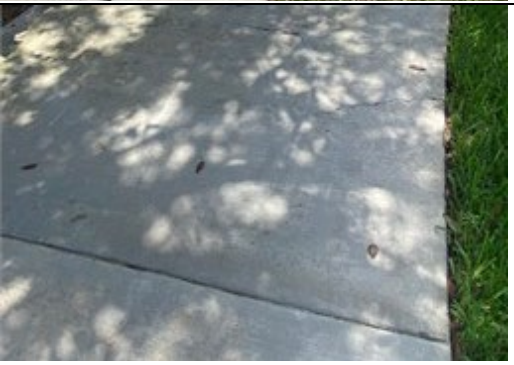
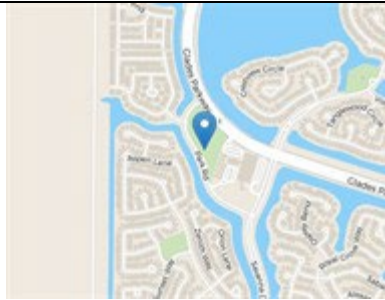



<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

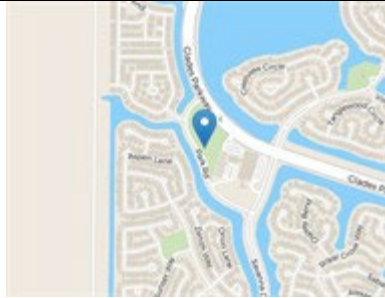

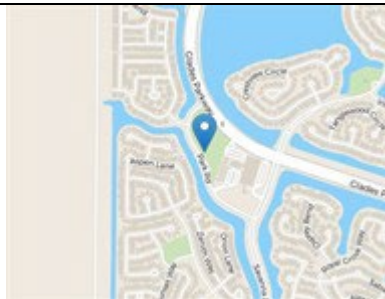

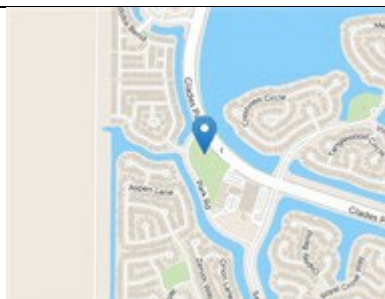
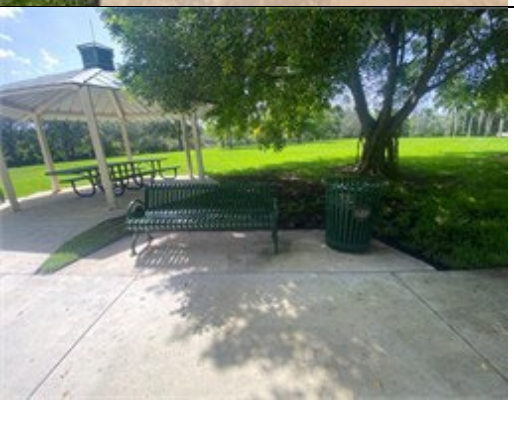



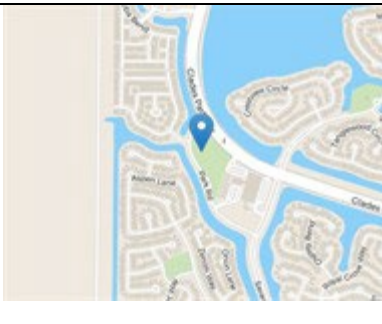
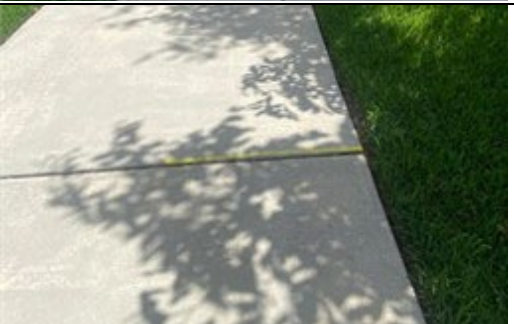
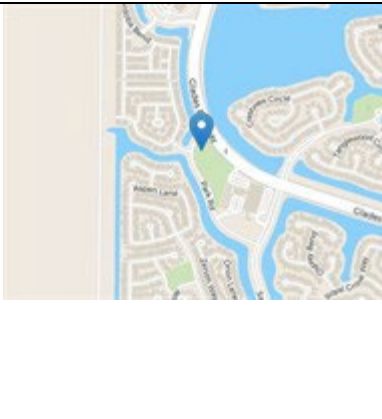

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

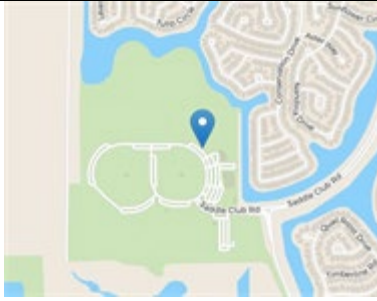

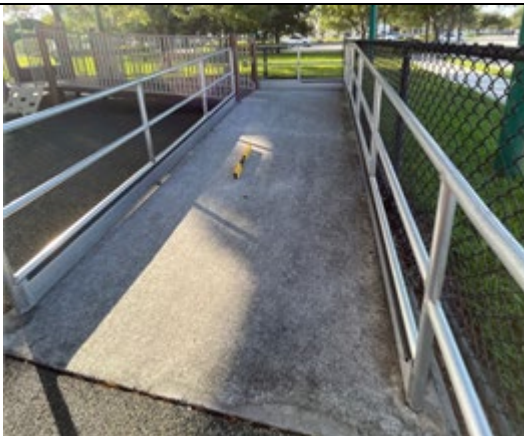

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	




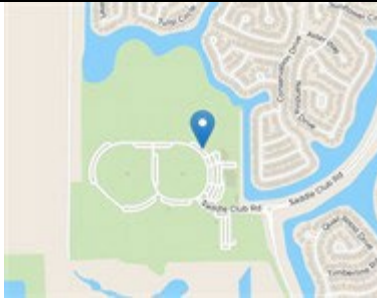

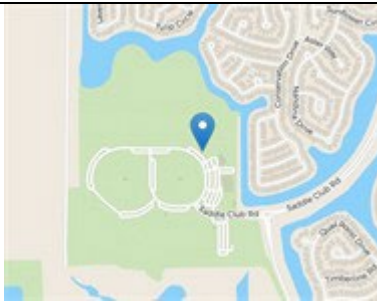

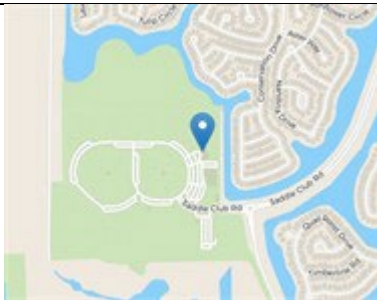

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

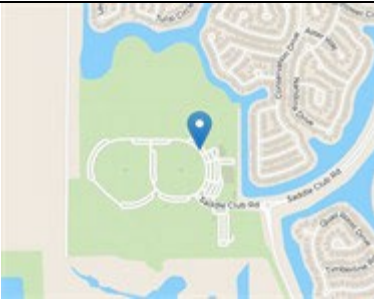

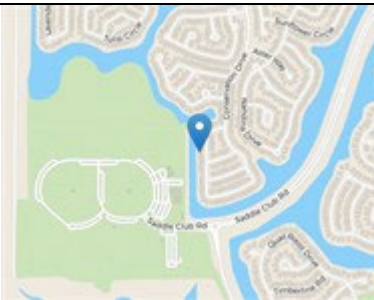

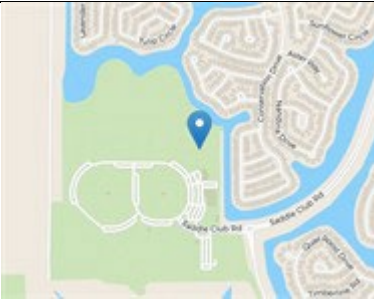

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			



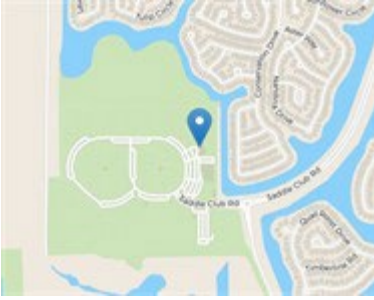

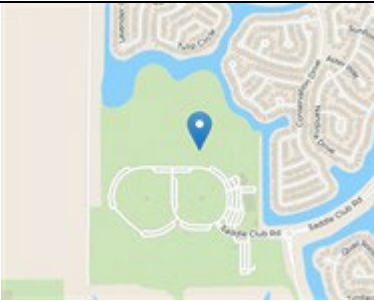

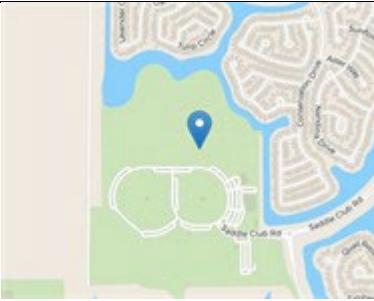

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

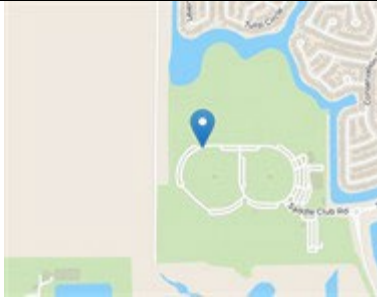
<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

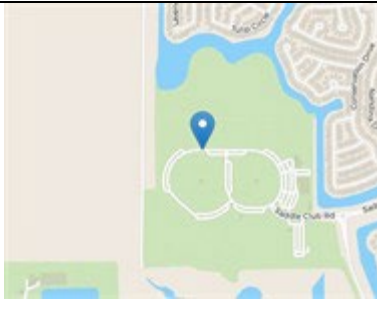

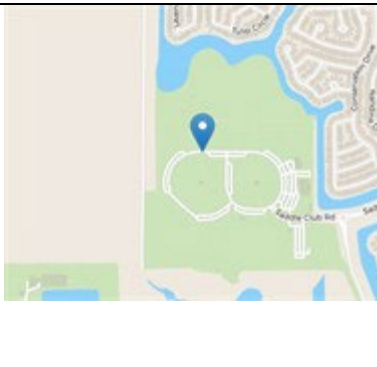

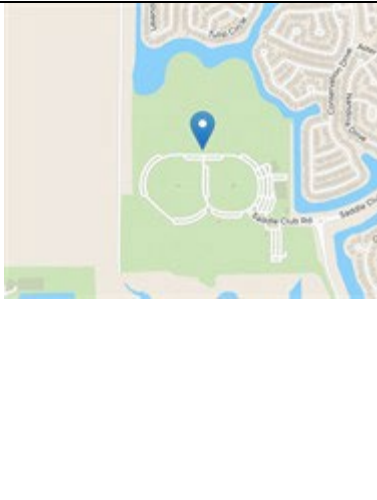
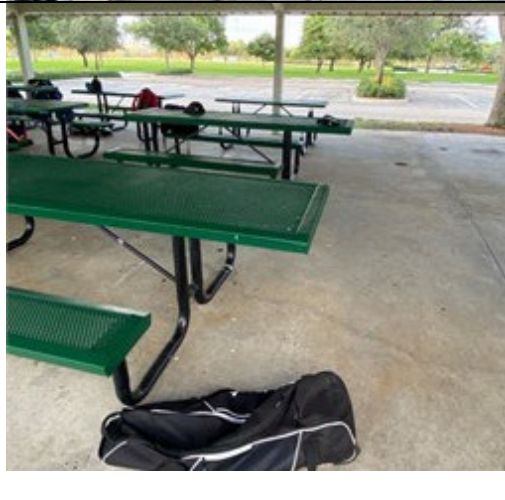


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

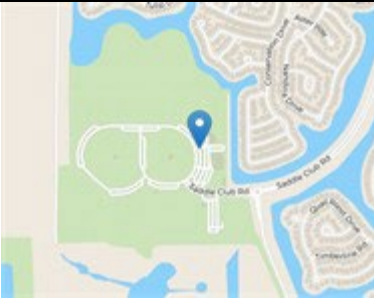

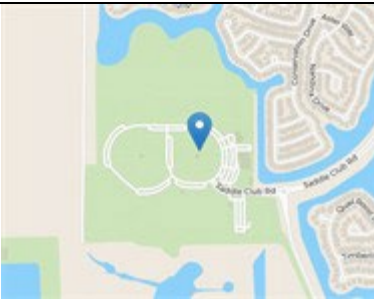

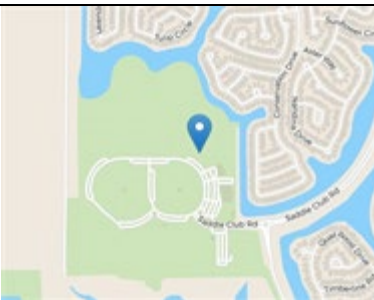



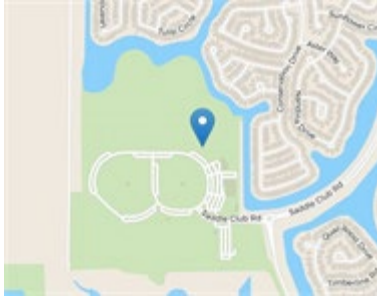


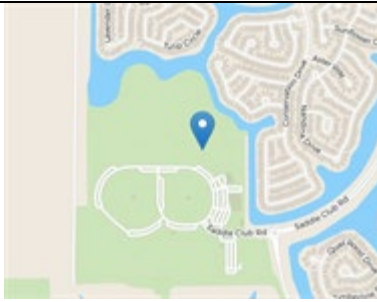

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

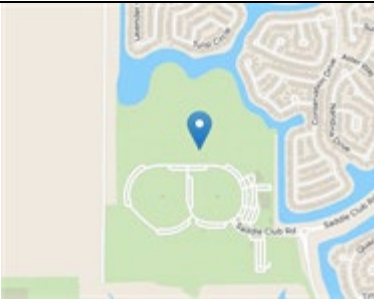


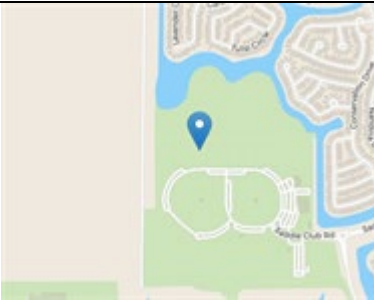

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

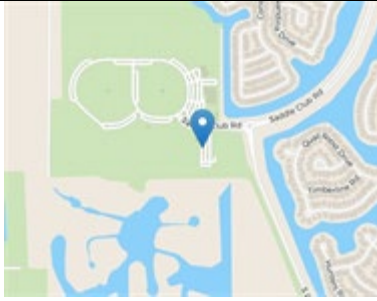

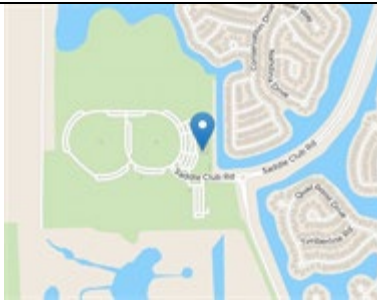

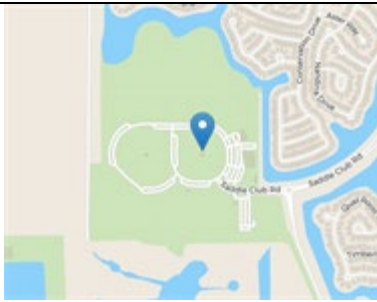




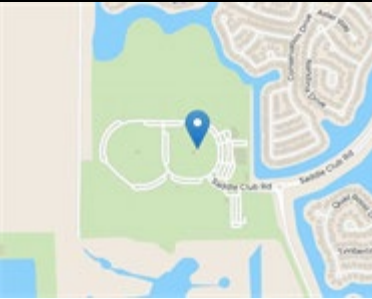

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


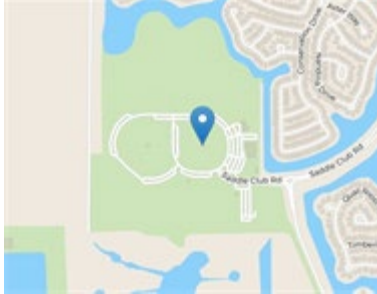

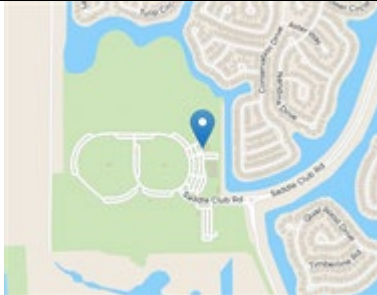

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

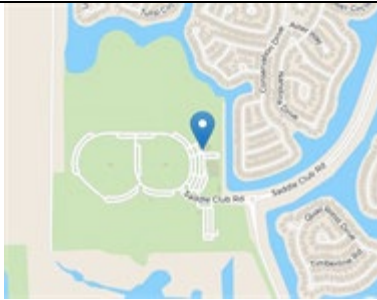

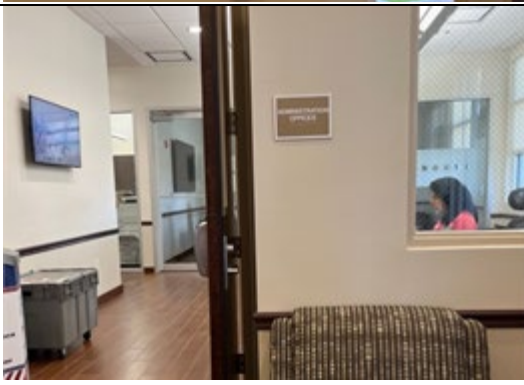
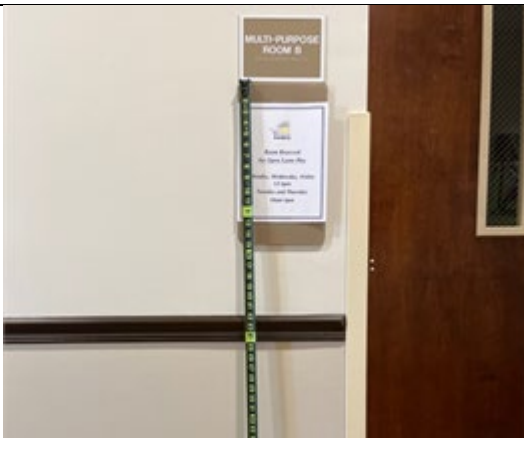


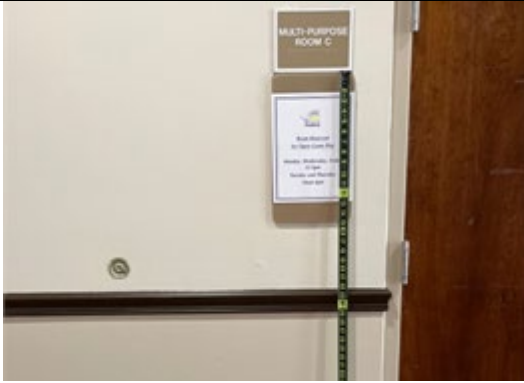


<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

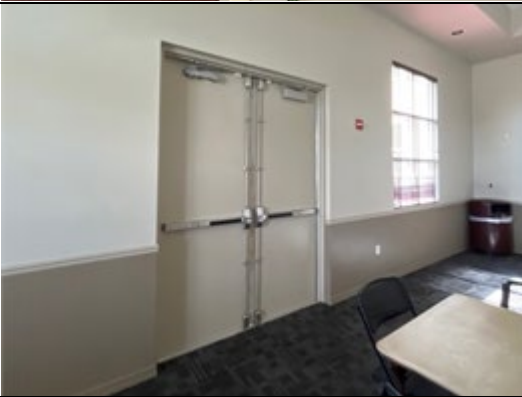
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

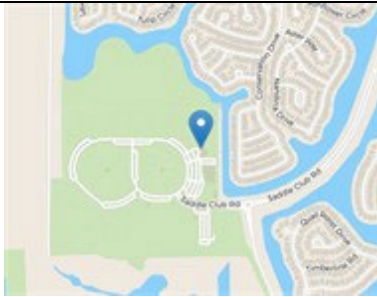
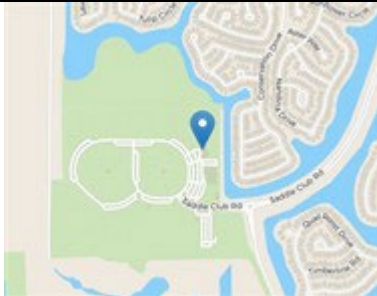



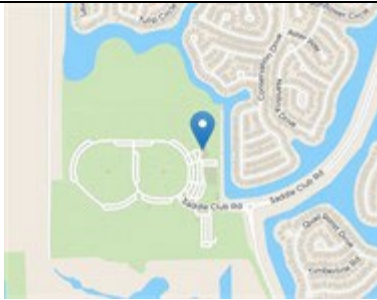

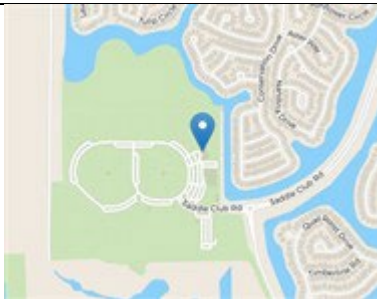
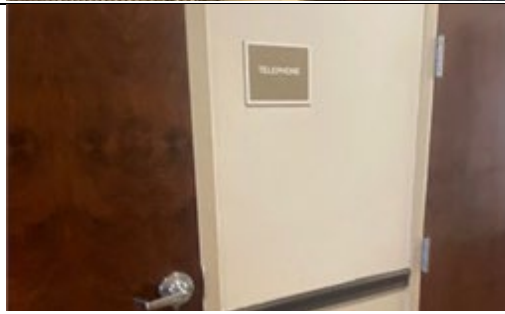
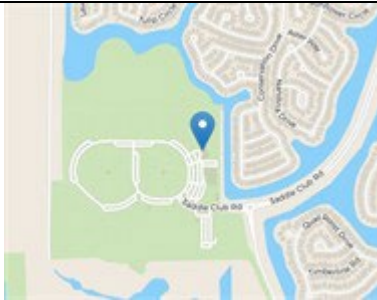
<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

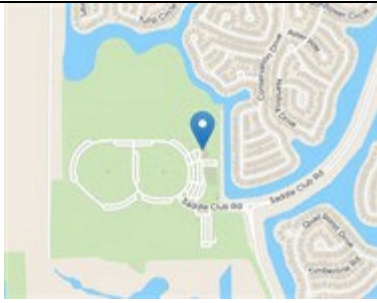

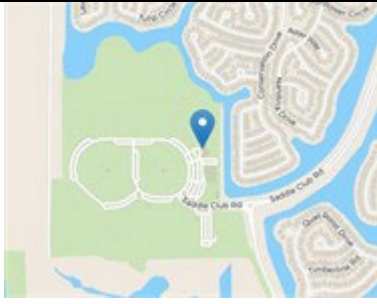

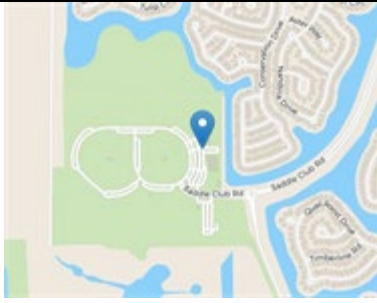

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

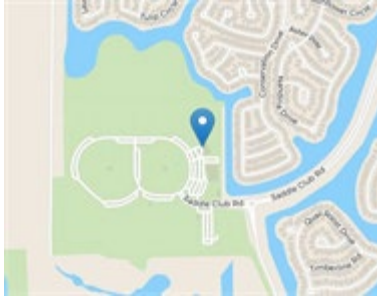

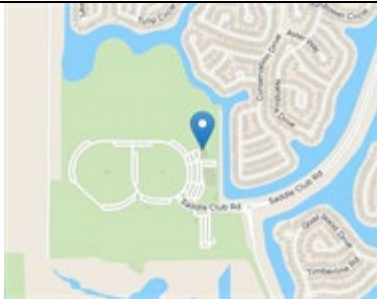



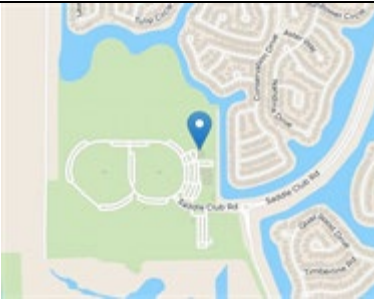

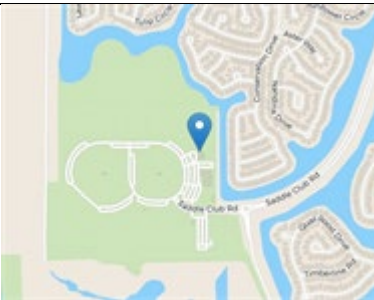

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

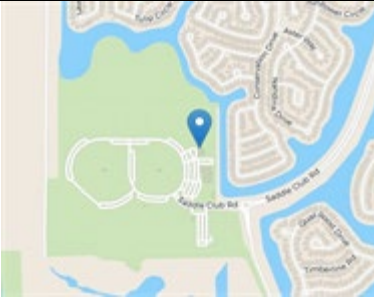


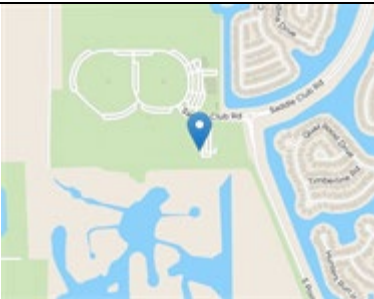

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

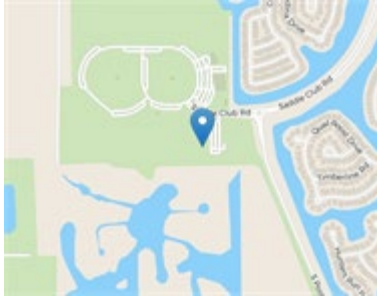

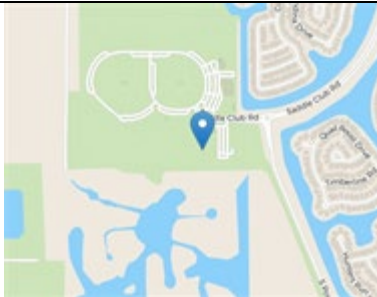

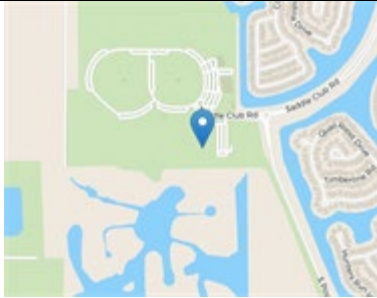



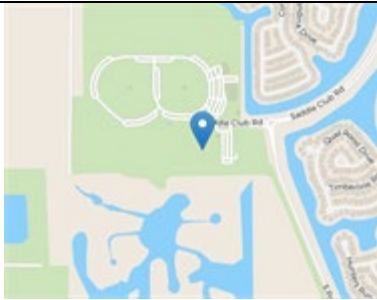


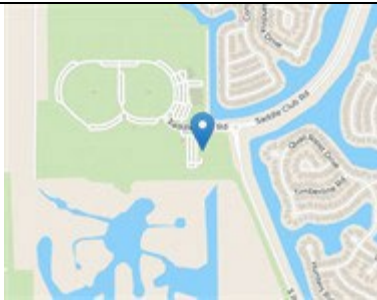

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

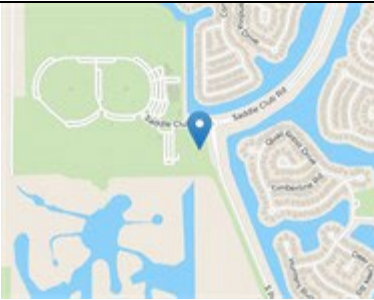

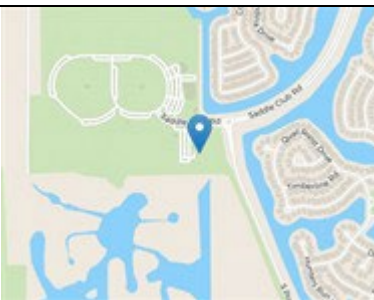

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

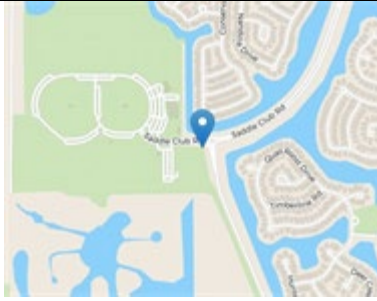




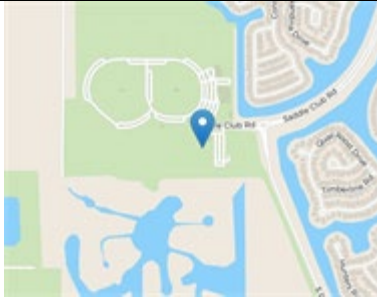

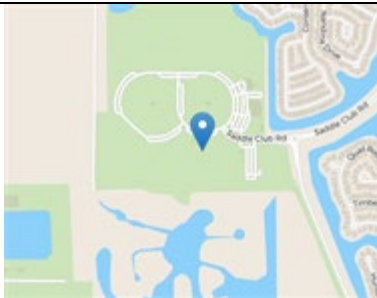

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

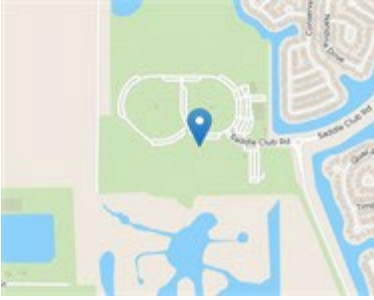

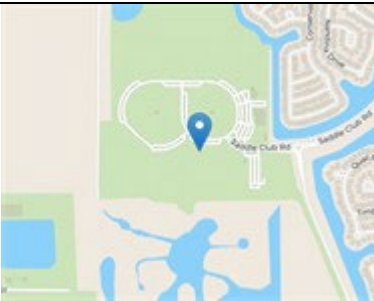



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

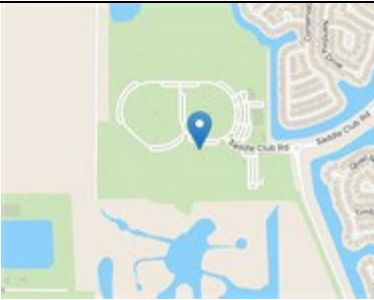

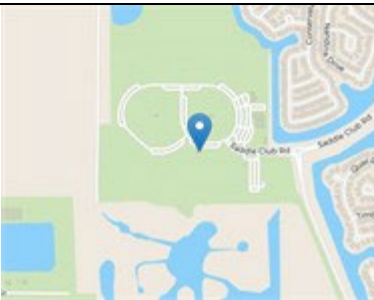

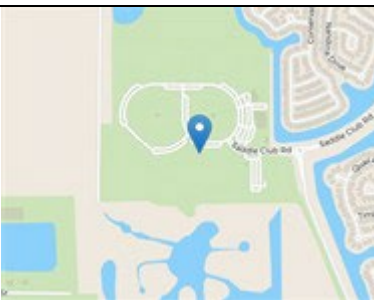



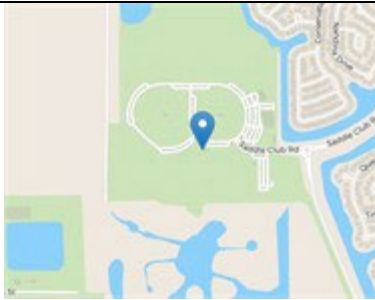

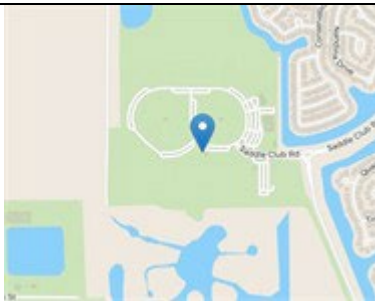

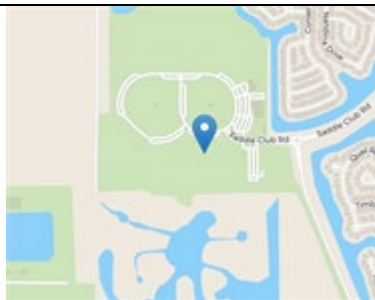
<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

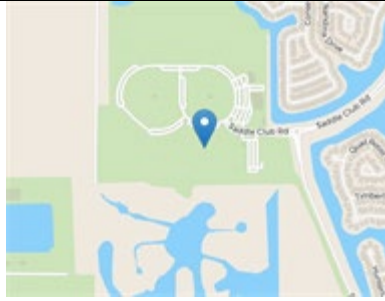

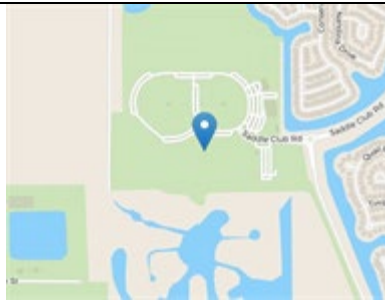

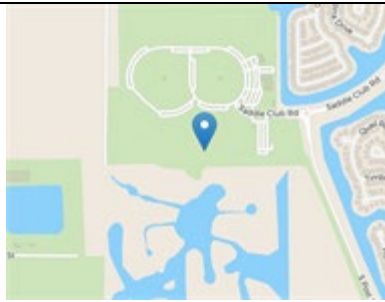
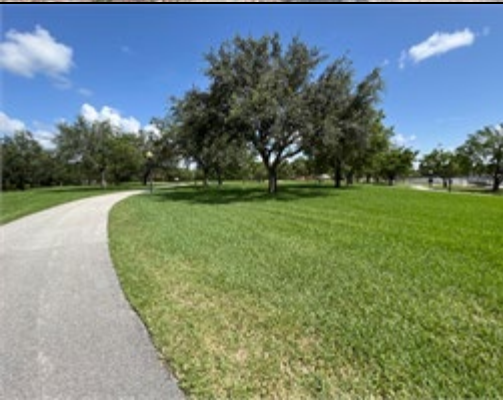
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

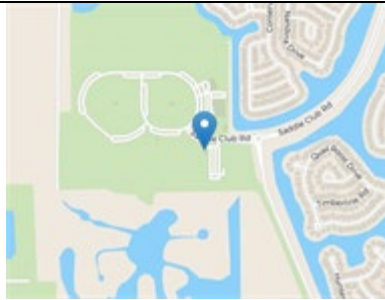

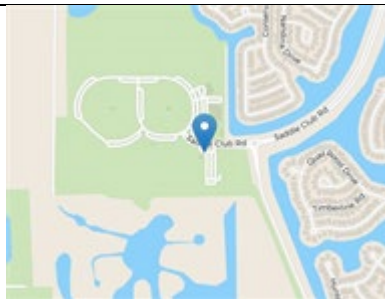





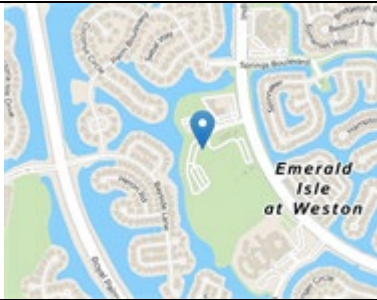

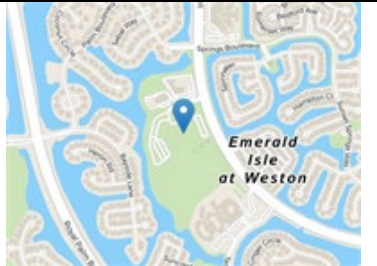



<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

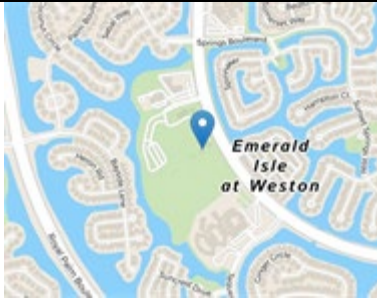

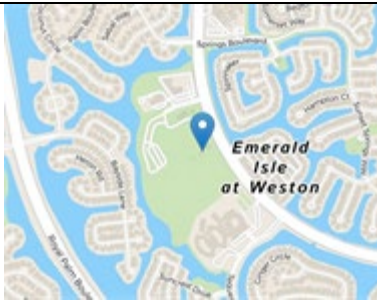



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



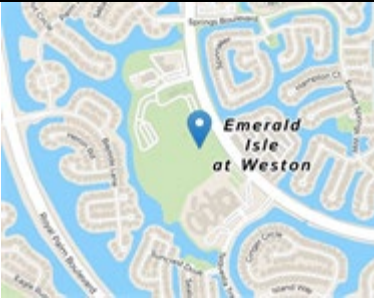




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



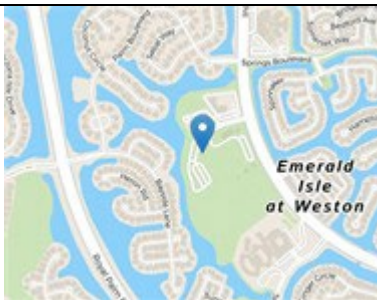



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			




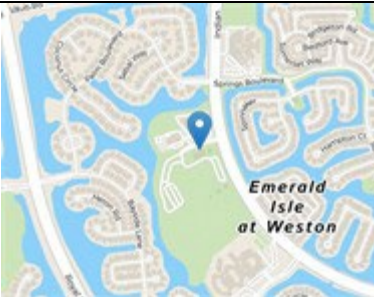



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	

<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

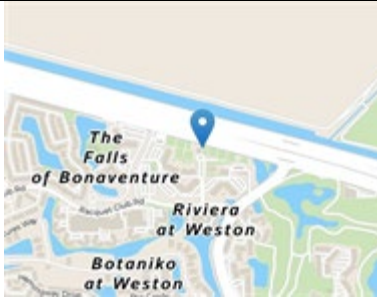

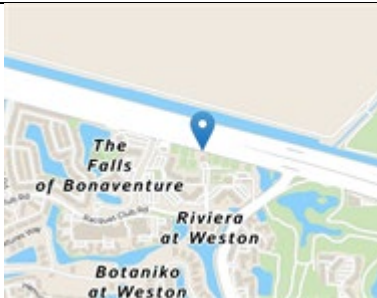




<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

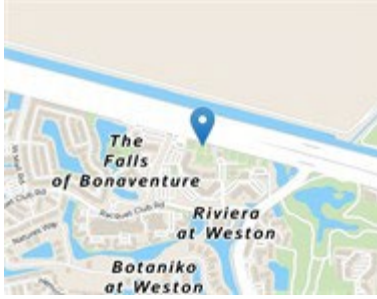

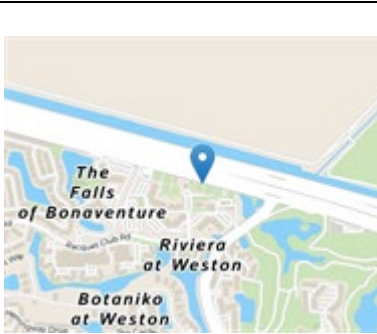

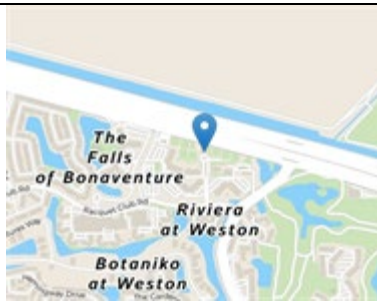
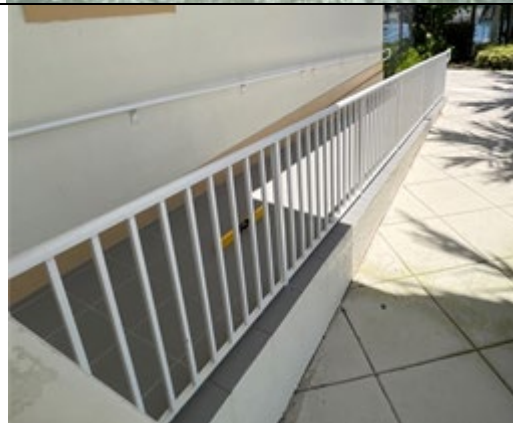
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	




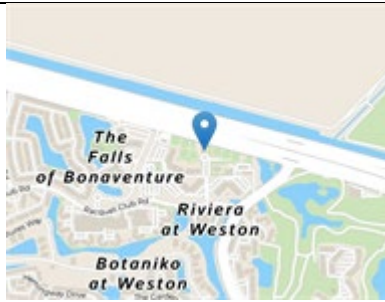



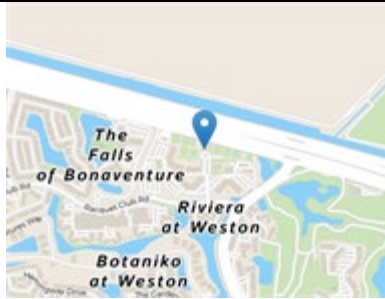

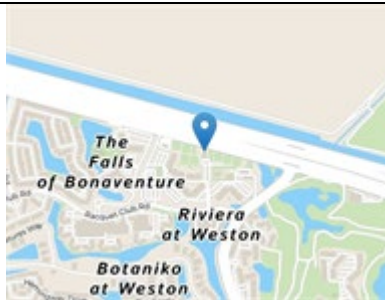

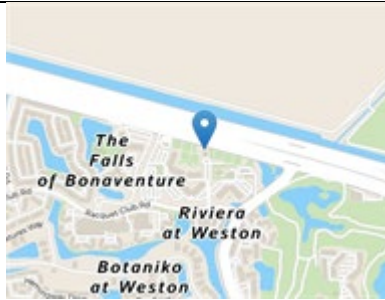

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the







number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.



For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.







## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**





## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

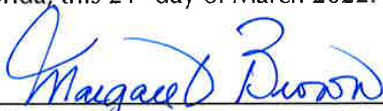
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

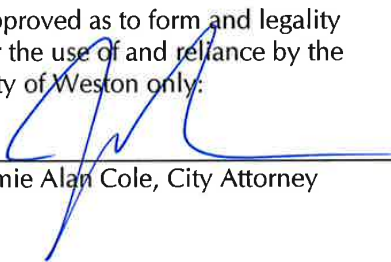
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.







## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Print Name

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14





CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:







## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center (“Center”) to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR’S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY’S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.







5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.







- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.





## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.







- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.





- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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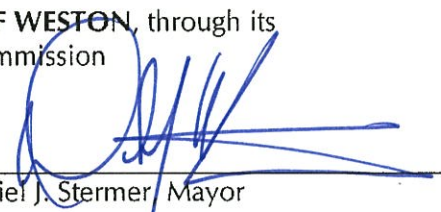




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

CITY OF WESTON, through its  
City Commission

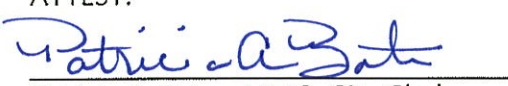
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

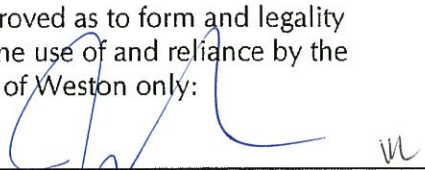
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$																																	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$																																	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$																																	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER						E.L. EACH ACCIDENT						\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000		E.L. DISEASE - POLICY LIMIT						\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																																					
	E.L. EACH ACCIDENT						\$ 1,000,000																																	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000																																	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000																																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No.):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.







**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

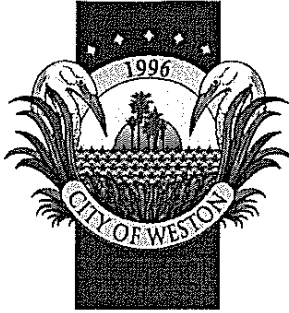
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:**      \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

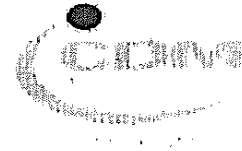
John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>





November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls







**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522
CONTRACTOR NAME: Cliff Drysdale Management, Inc.
CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132
CONTRACTOR PHONE NO: (830) 625-5911
SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200
OWNER NAME: City of Weston, Florida
OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326
OWNER PHONE NO.: (954) 385-2000
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)
OBLIGEE ADDRESS:
OBLIGEE PHONE NO.:
BOND AMOUNT: \$100,000.00
CONTRACT NO.: (If applicable) RFP NO. 2015-14
DESCRIPTION OF WORK: Tennis Center Operator Services
PROJECT LOCATION: Citywide
LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





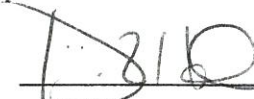
**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

(CONTINUED)

**CONTRACTOR AS PRINCIPAL**

Cliff Drysdale Management, Inc.

  
Signature

Don Henderson  
Name

CEO  
Title

**SURETY**

Platte River Insurance Company

  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

**FLORIDA RESIDENT AGENT**

\* Florida Surety Bonds, Inc.

620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or







**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general







liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8





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FTL:754504:8





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APPENDIX C - LEASE AGREEMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE ("Lease")** dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

FTL:754504:8







(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the





provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."







**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) Phased Construction. It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) Schedule for Development of Premises. Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.





(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.





**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.





(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.





(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the





condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises





at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

**SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.





(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,







and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as





compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.





(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:





(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the





Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

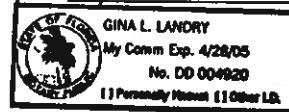
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L Landry  
NOTARY PUBLIC  
Print Name: Gina L Landry  
My Commission Expires: 4-28-05







**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:







(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the





property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.







Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its  
City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by  
Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

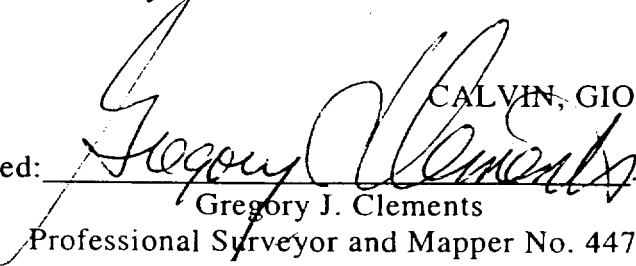
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

*Gregory J. Clements* . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida







# Heron Park

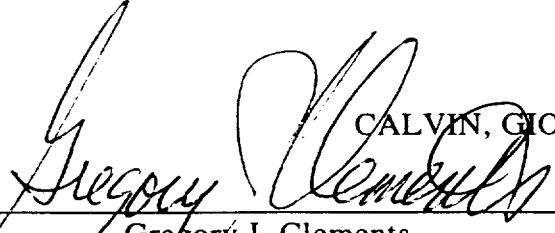
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



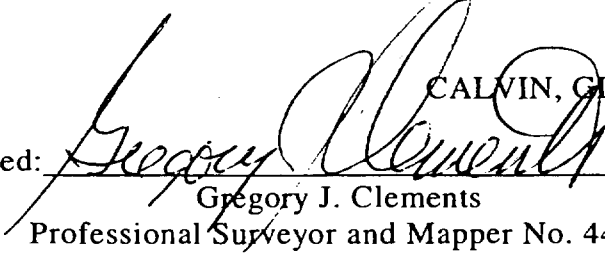
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

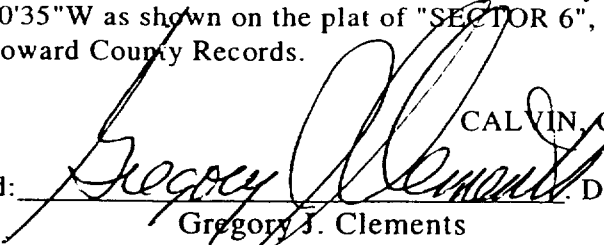
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





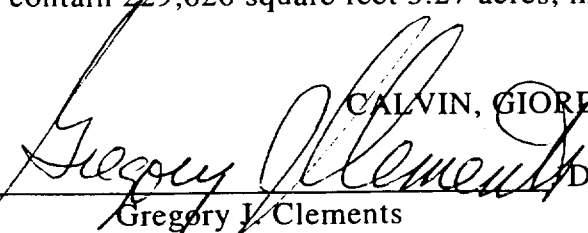
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

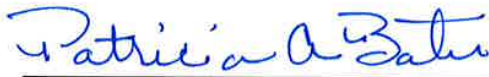
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

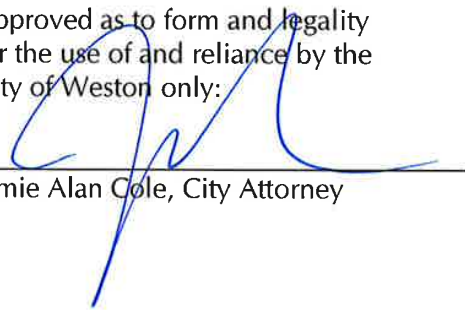
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
\_\_\_\_\_  
Margaret Brown, Mayor

ATTEST:

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

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

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

Roll Call:	
Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.







CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.





### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A1

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.







**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010







With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

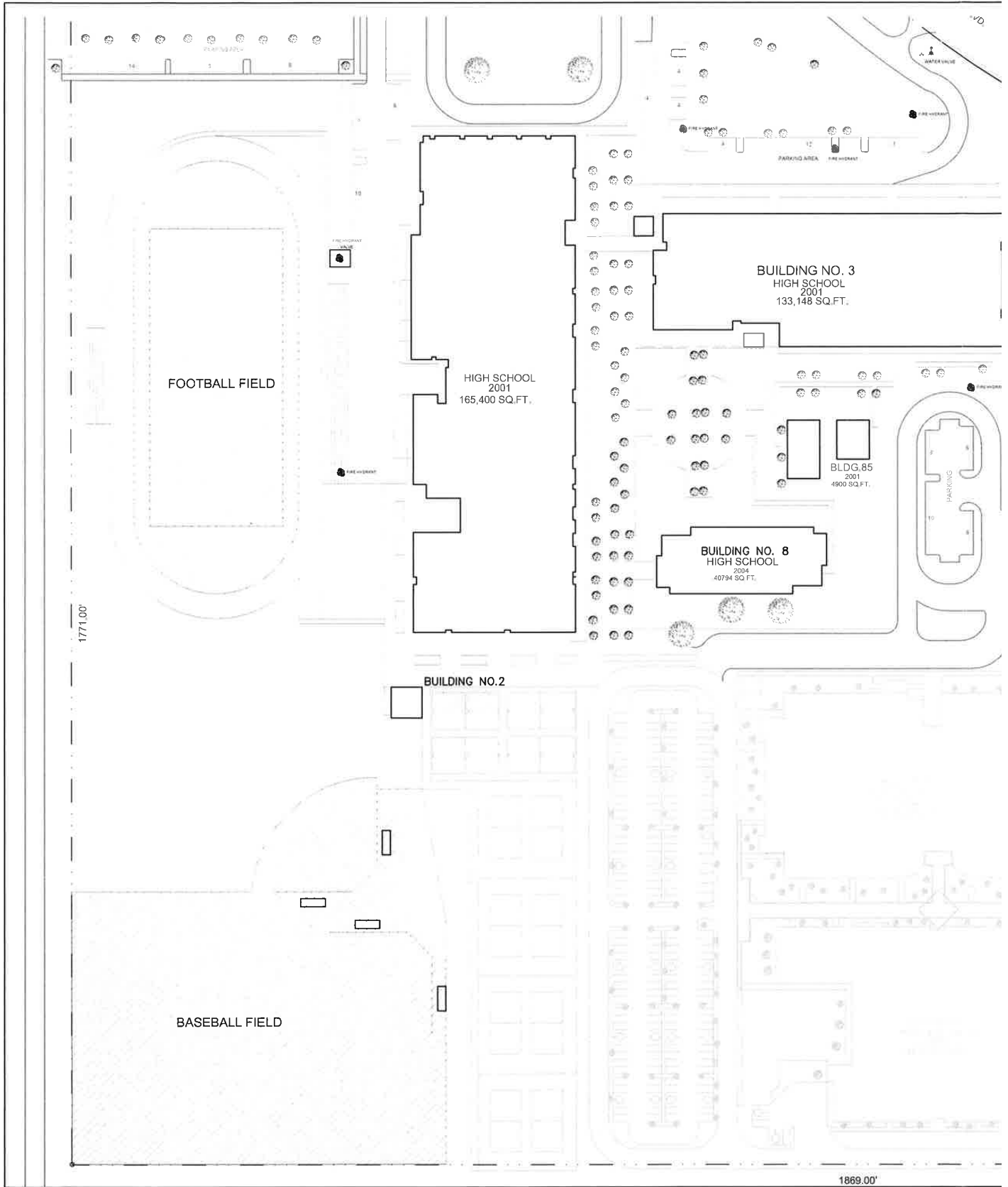
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

(CITY SEAL)

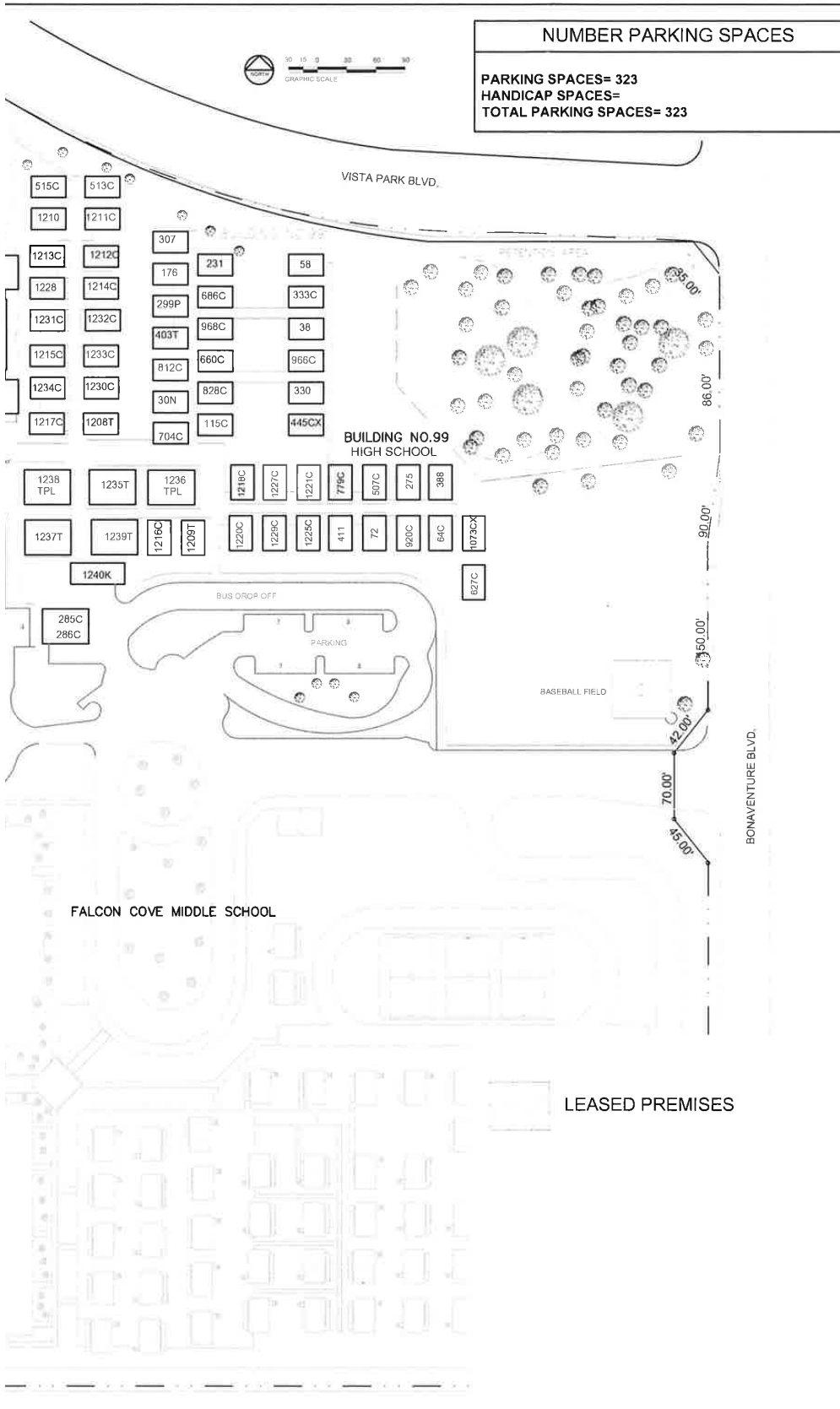








"EXHIBIT A"



**NUMBER PARKING SPACES**

**PARKING SPACES= 323**  
**HANDICAP SPACES=**  
**TOTAL PARKING SPACES= 323**

**Broward County  
Public Schools**

Facility Planning & Real Estate  
Department  
600 S.E. 3rd Avenue, 8th Floor  
Fort Lauderdale, FL 33301  
Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT

**CYPRESS BAY  
HIGH SCHOOL**

18600 VISTA PARK BLVD  
WESTON FL, 33332

CAD FILE NAME:  
FH3623SP1

ORIGINAL ISSUE DATE:  
OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve

Disapprove

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey





# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

**PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY**

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston**

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed



# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

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A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,

The top-rated program is youth sports,

And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.



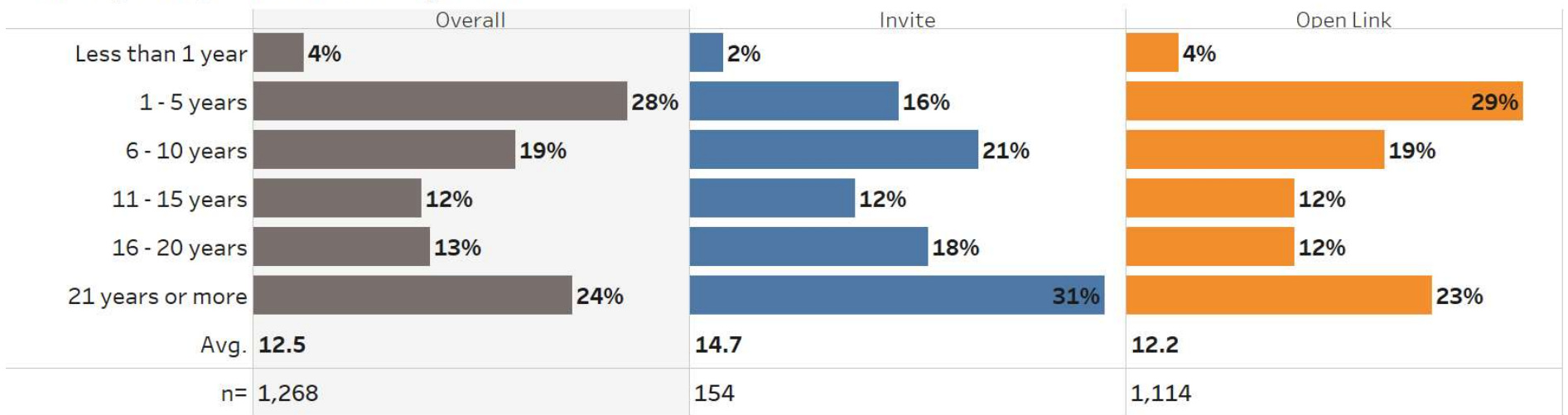
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP

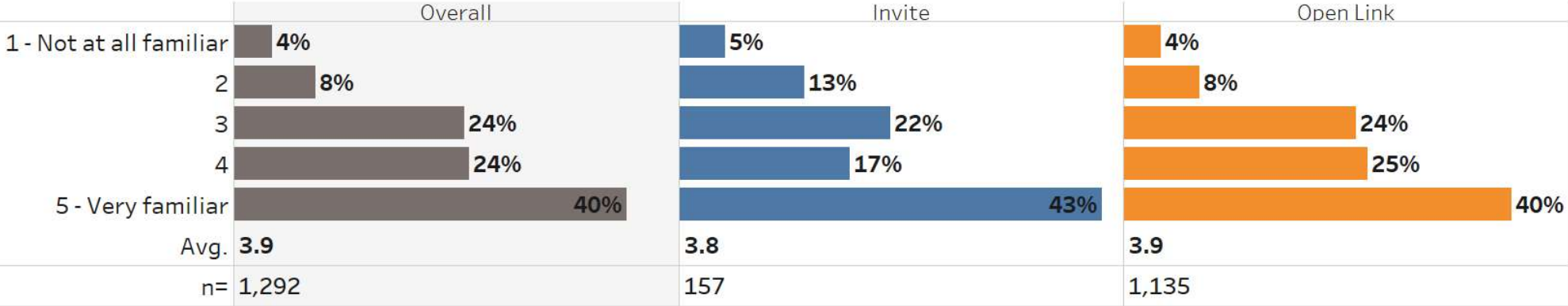


- LEGEND**
- City of Weston Boundary
  - Area A
  - Area B
  - Area C
  - Area D
  - Area E
  - Area F
  - Area G
  - City Parks
  - 1. Bonaventure Park
  - 2. Country Isles Park
  - 3. Eagle Point Park
  - 4. Emerald Estates Park
  - 5. Gator Run Park
  - 6. Heron Park
  - 7. Indian Trace Park
  - 8. Library Park
  - 9. Peace Mound Park
  - 10. Tequesta Trace Park
  - 11. Town Center Park
  - 12. Vista Park
  - 13. Weston Regional Park
  - 14. Weston Racquet Club
  - 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates



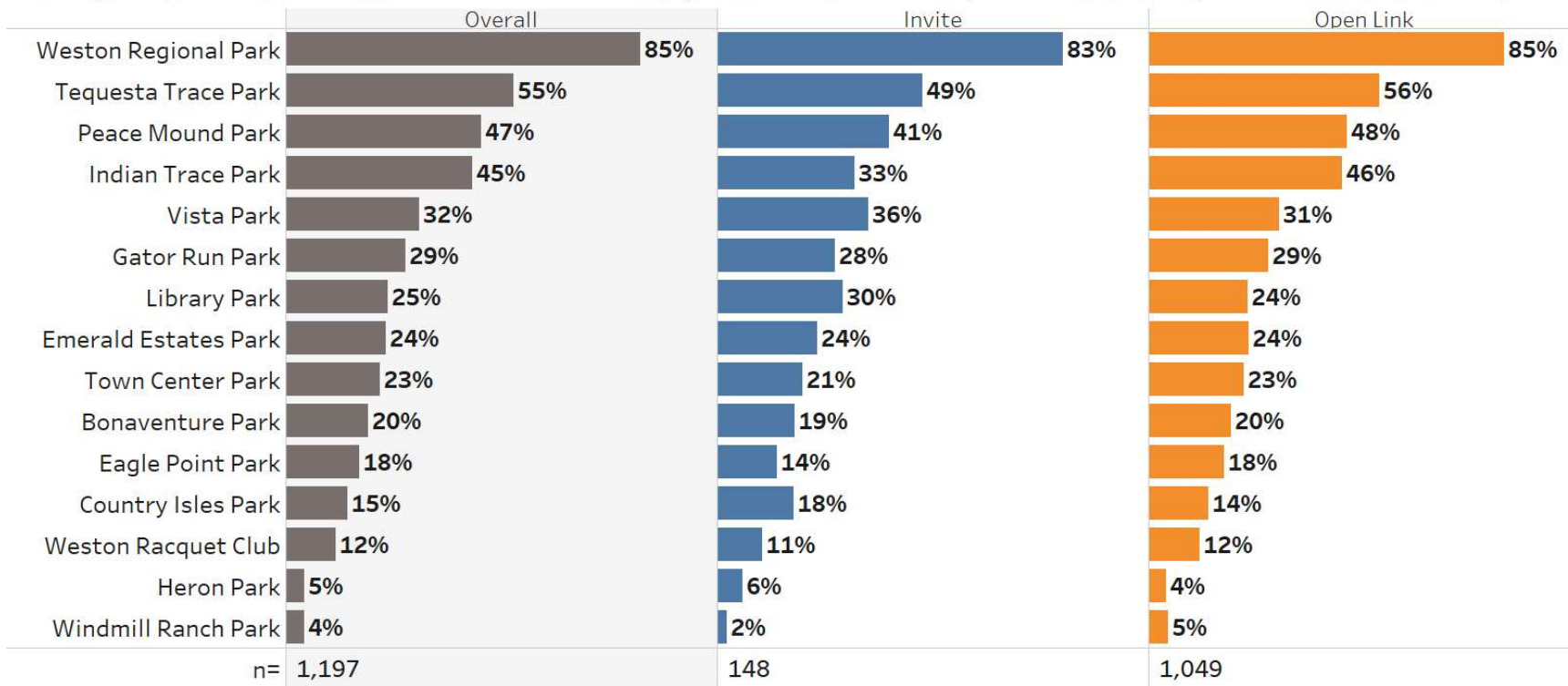
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

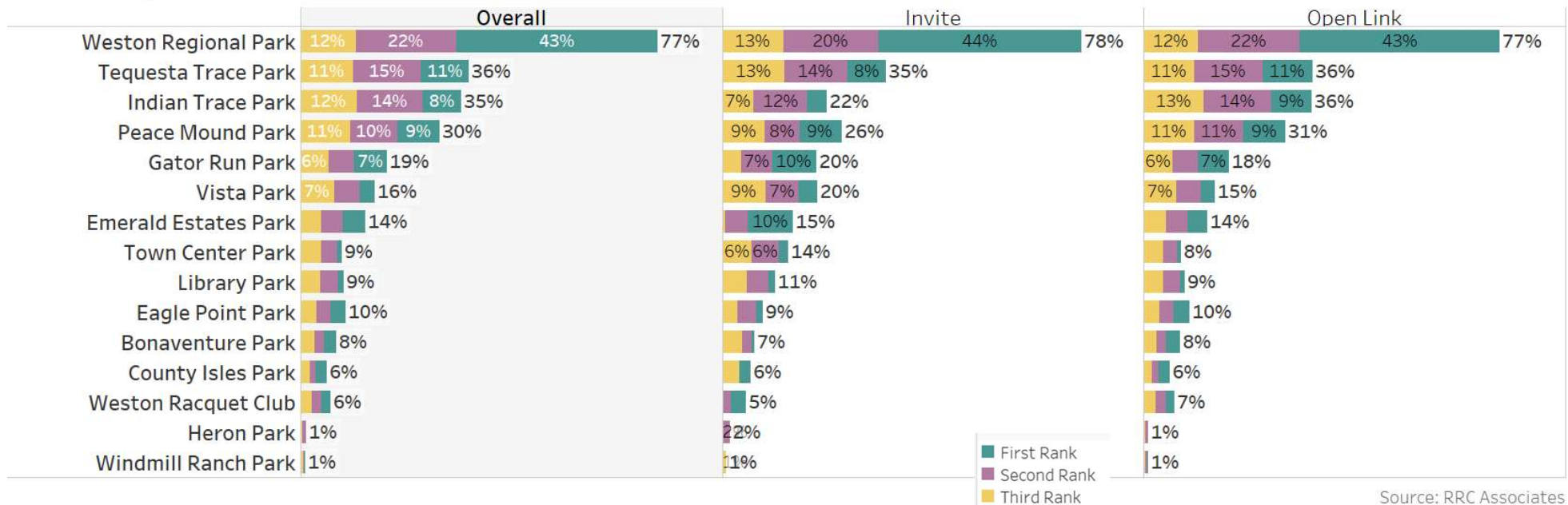


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

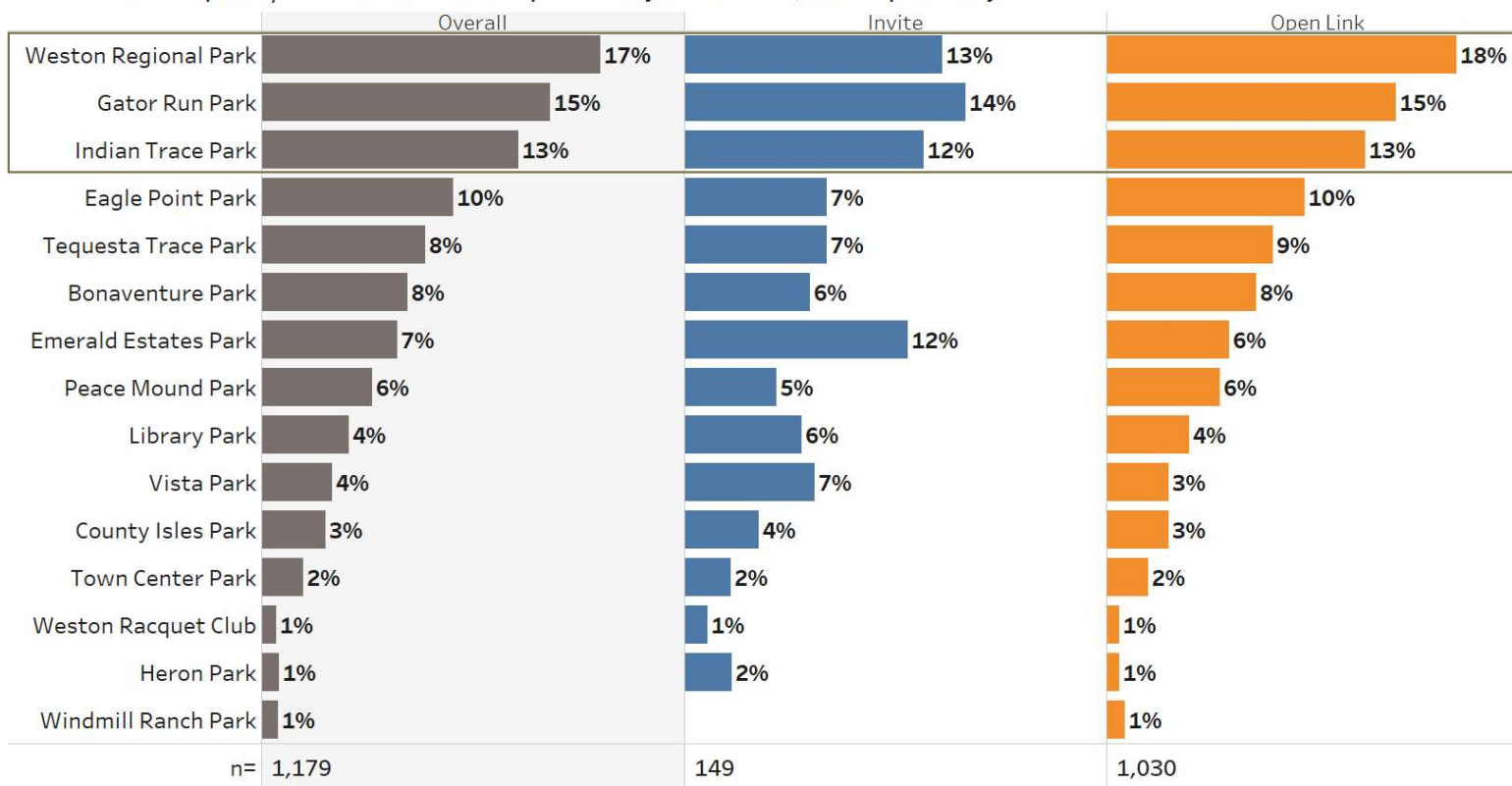


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?



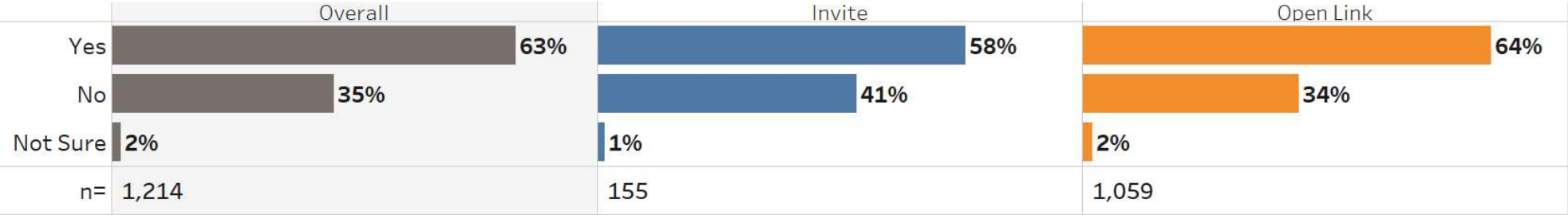
Source: RRC Associates



# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

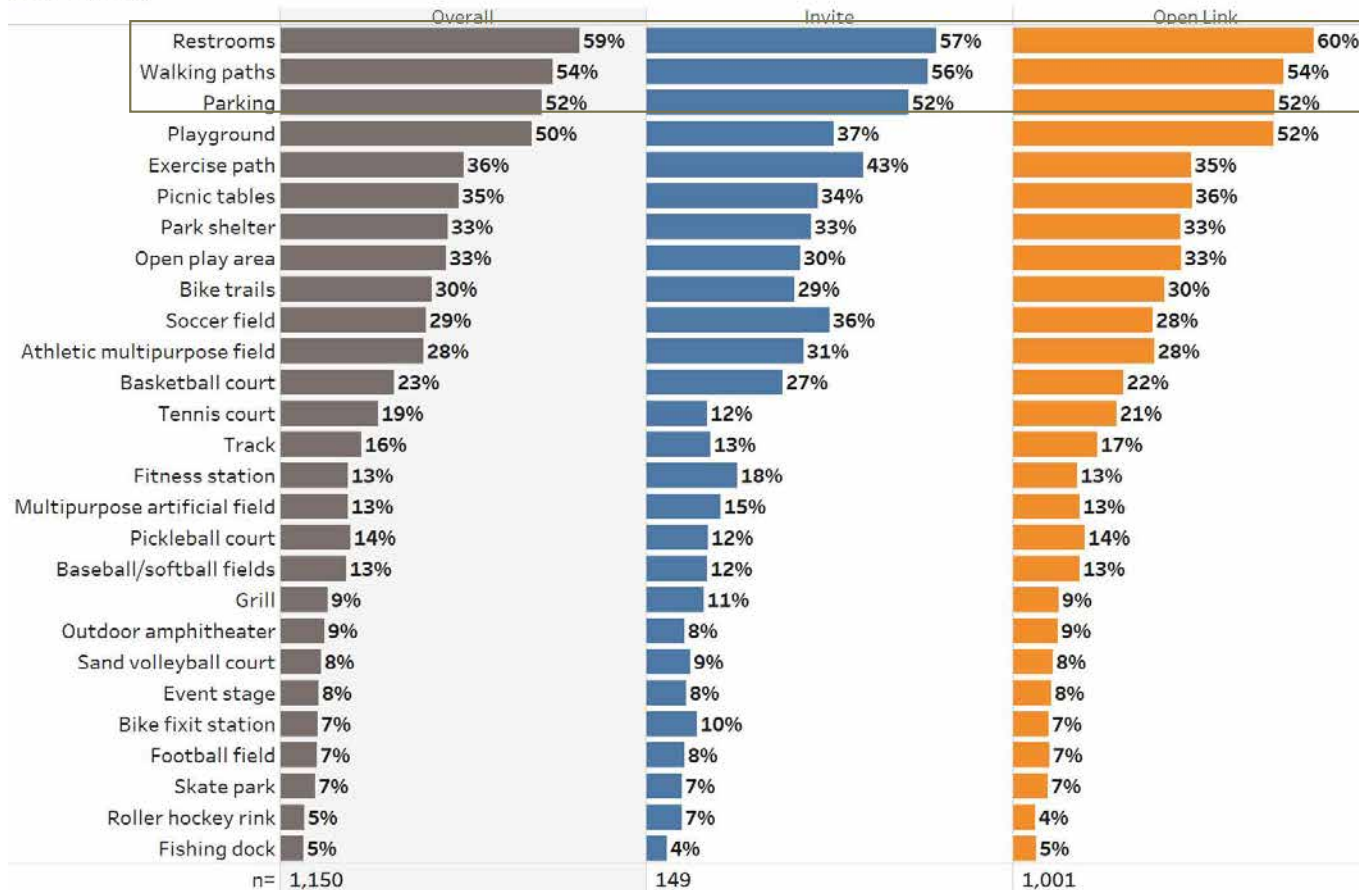
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



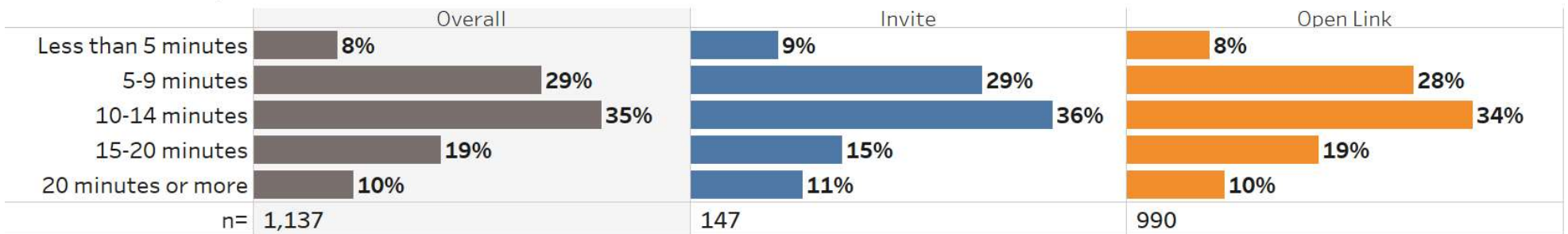
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

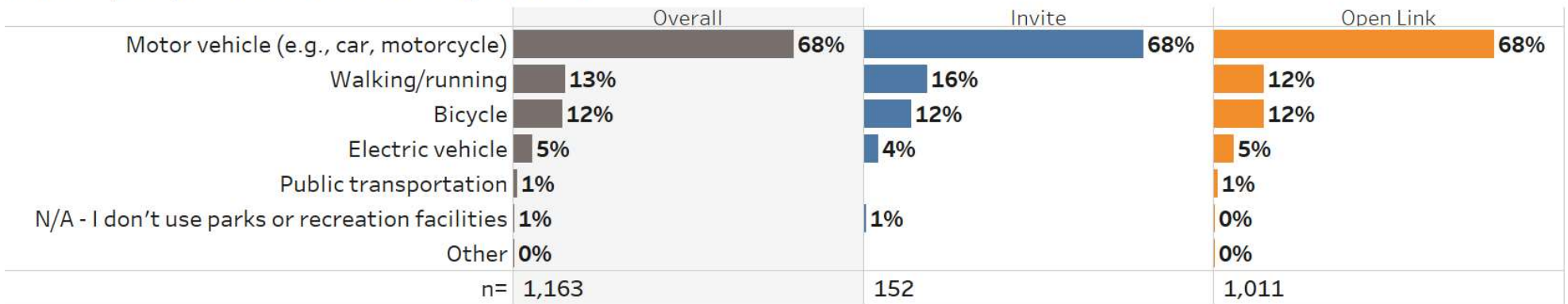
Source: RRC Associates



# Preferred Transportation

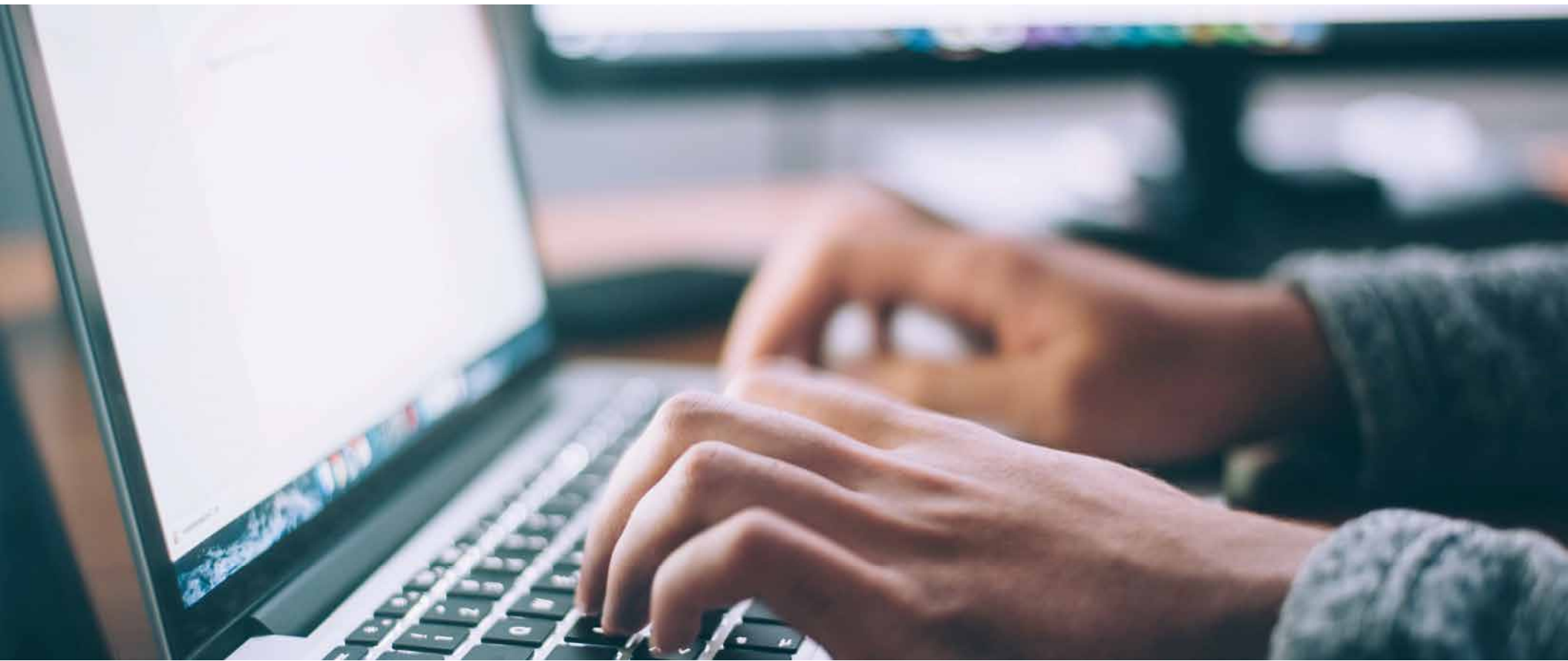
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

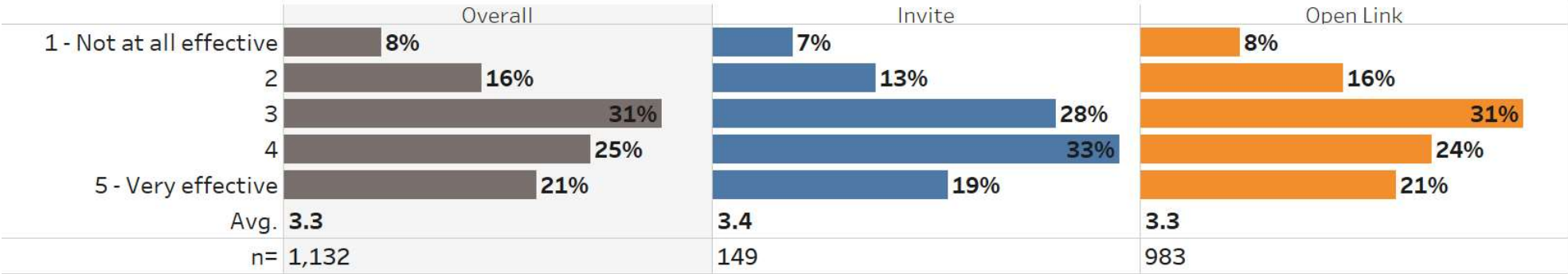
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

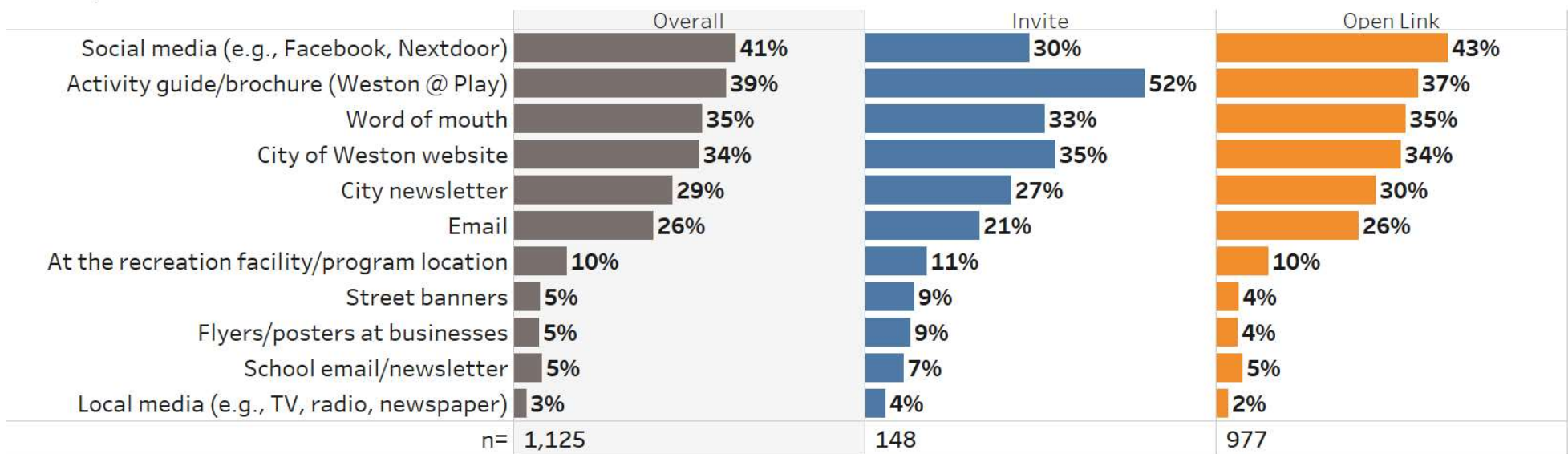


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)



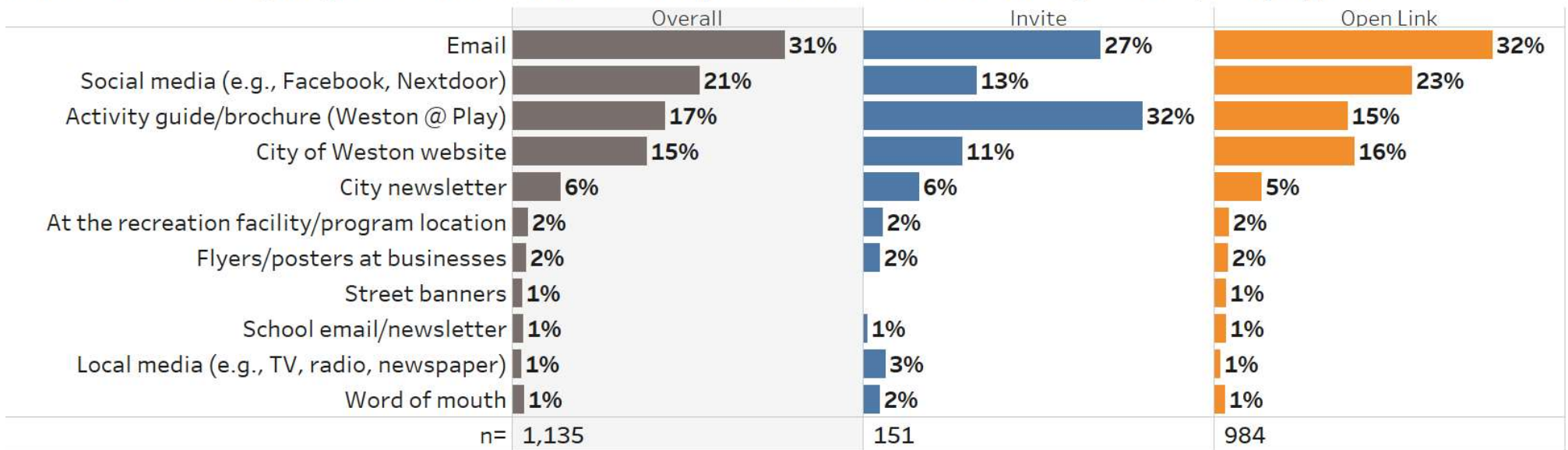
Source: RRC Associates



# Preferred Communication

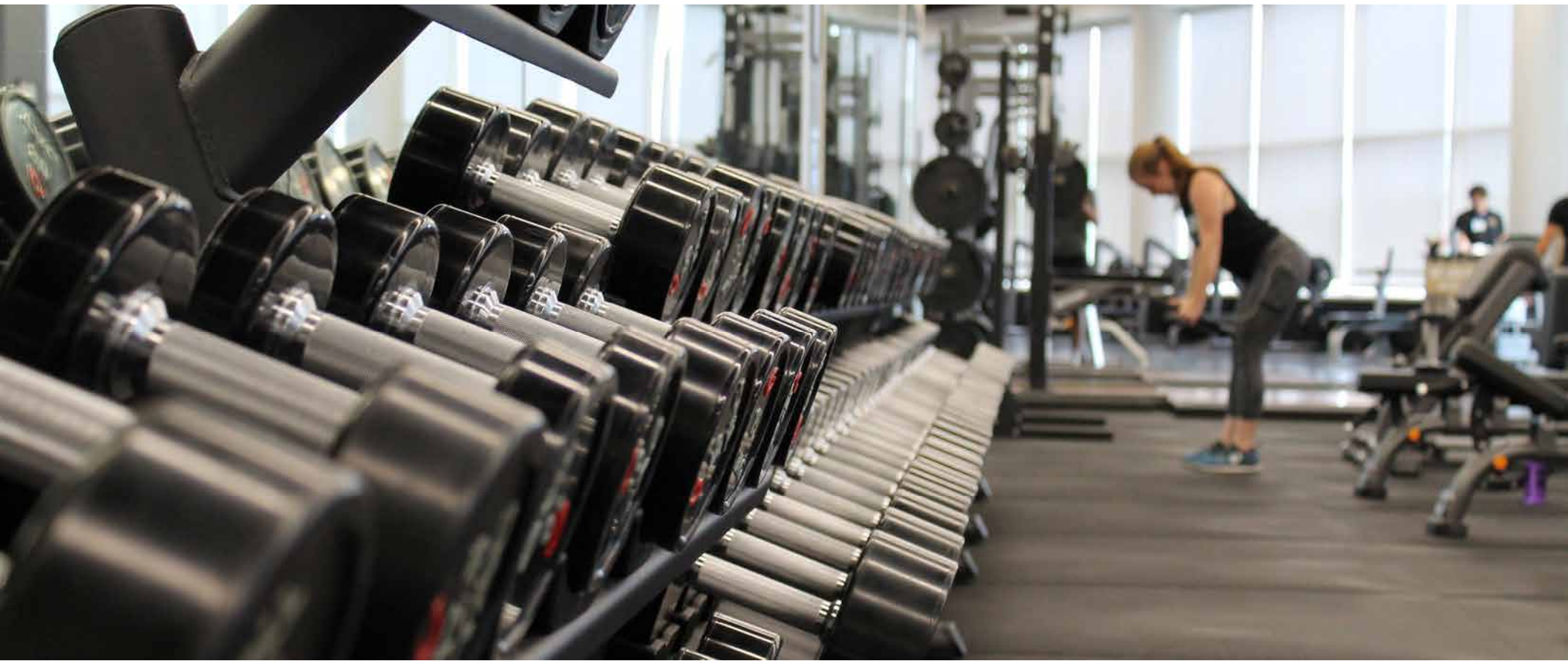
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services

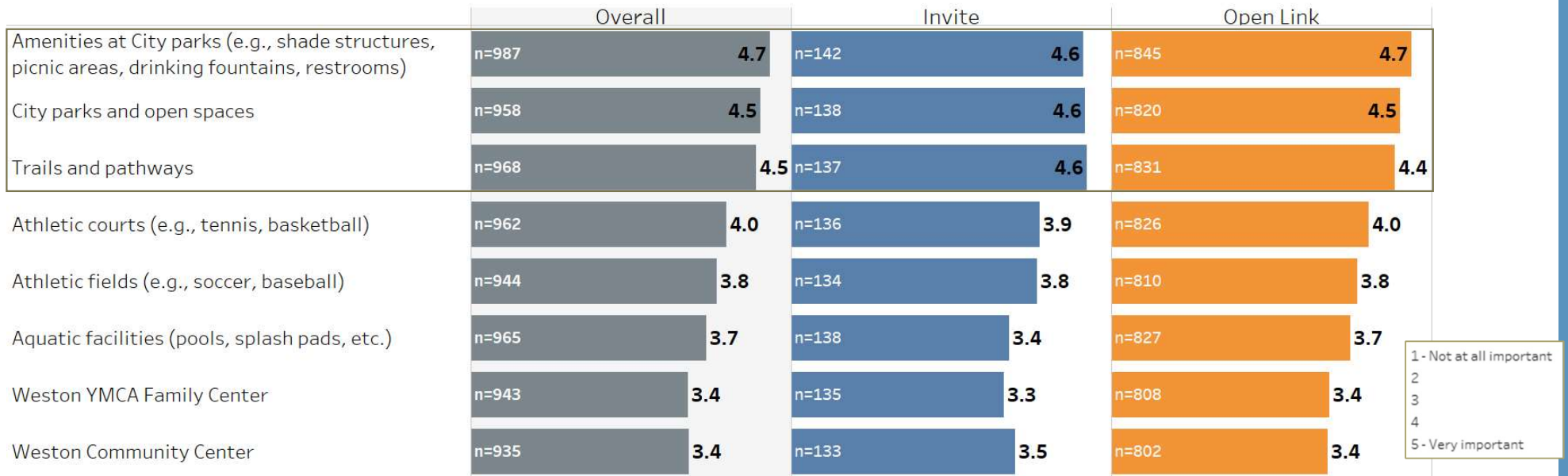


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities



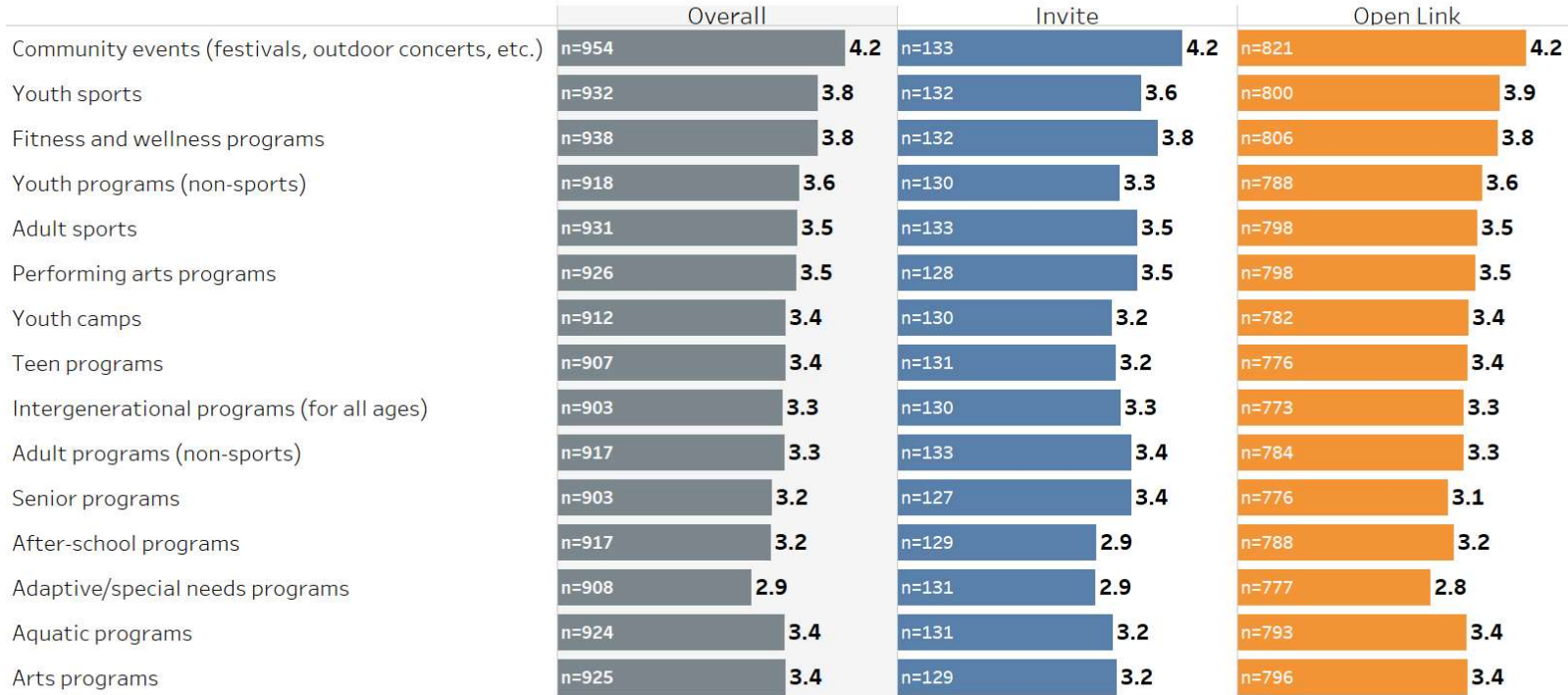
Source: RRC Associates



# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

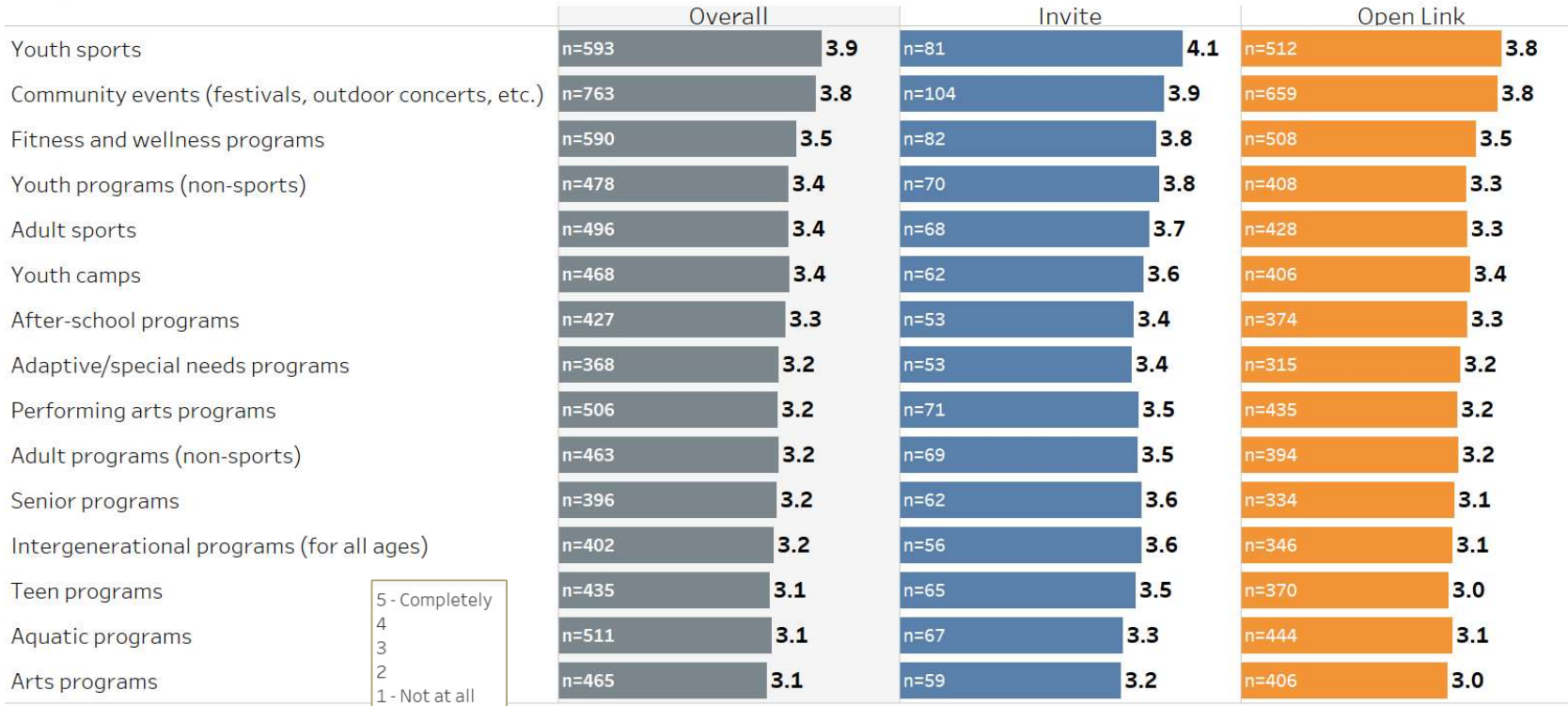
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

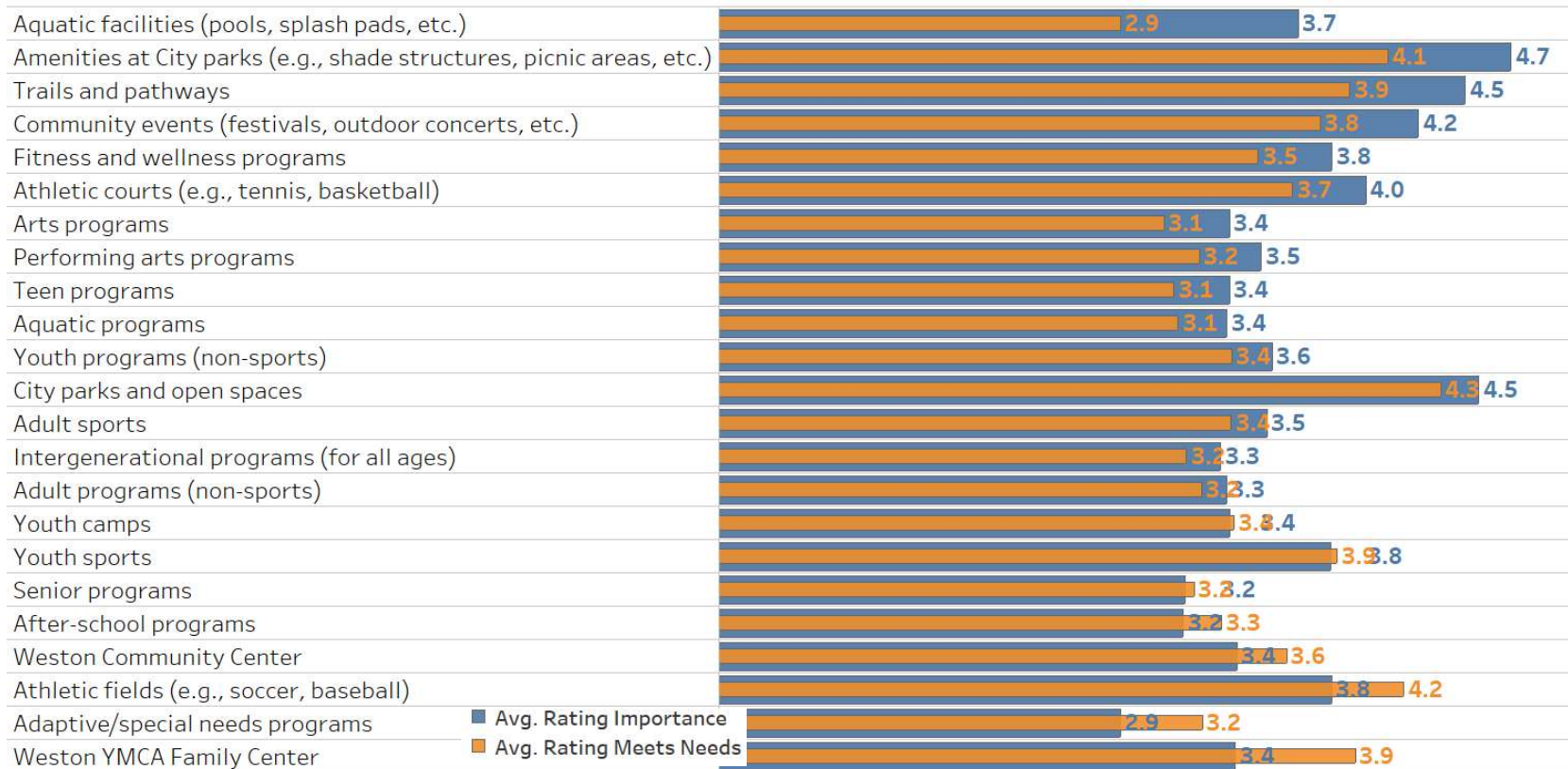
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



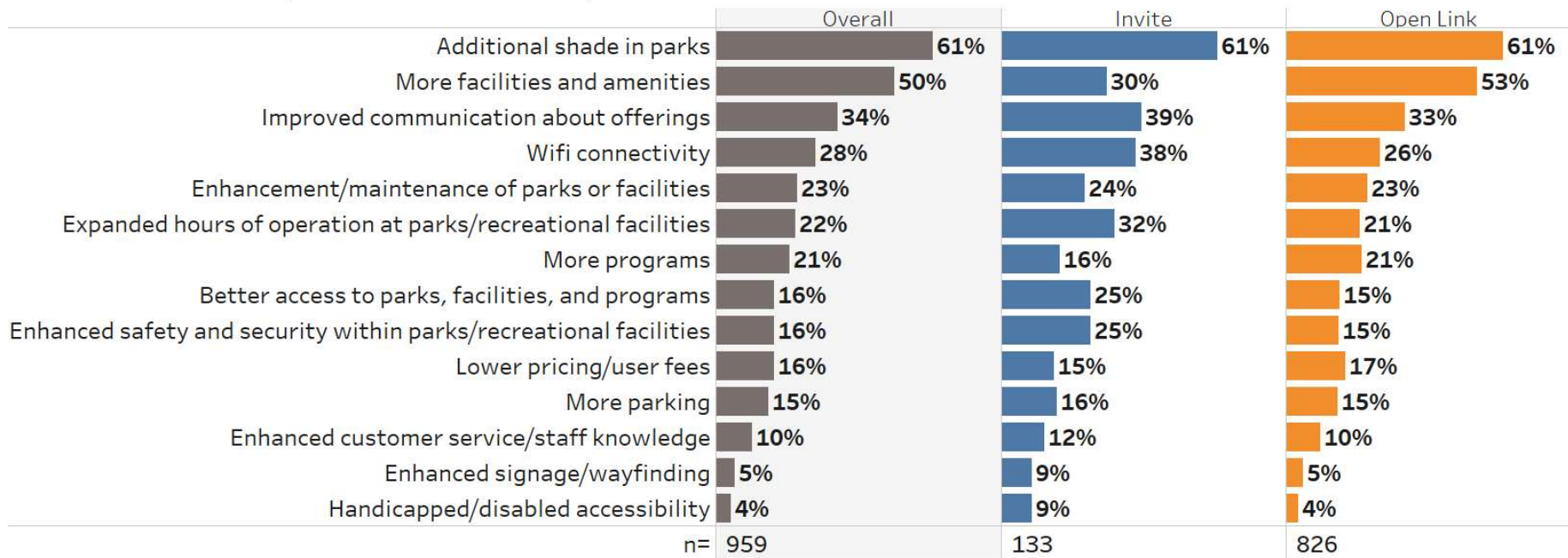
Categories sorted by difference between average importance and average rating.  
Source: RRC Associates



# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

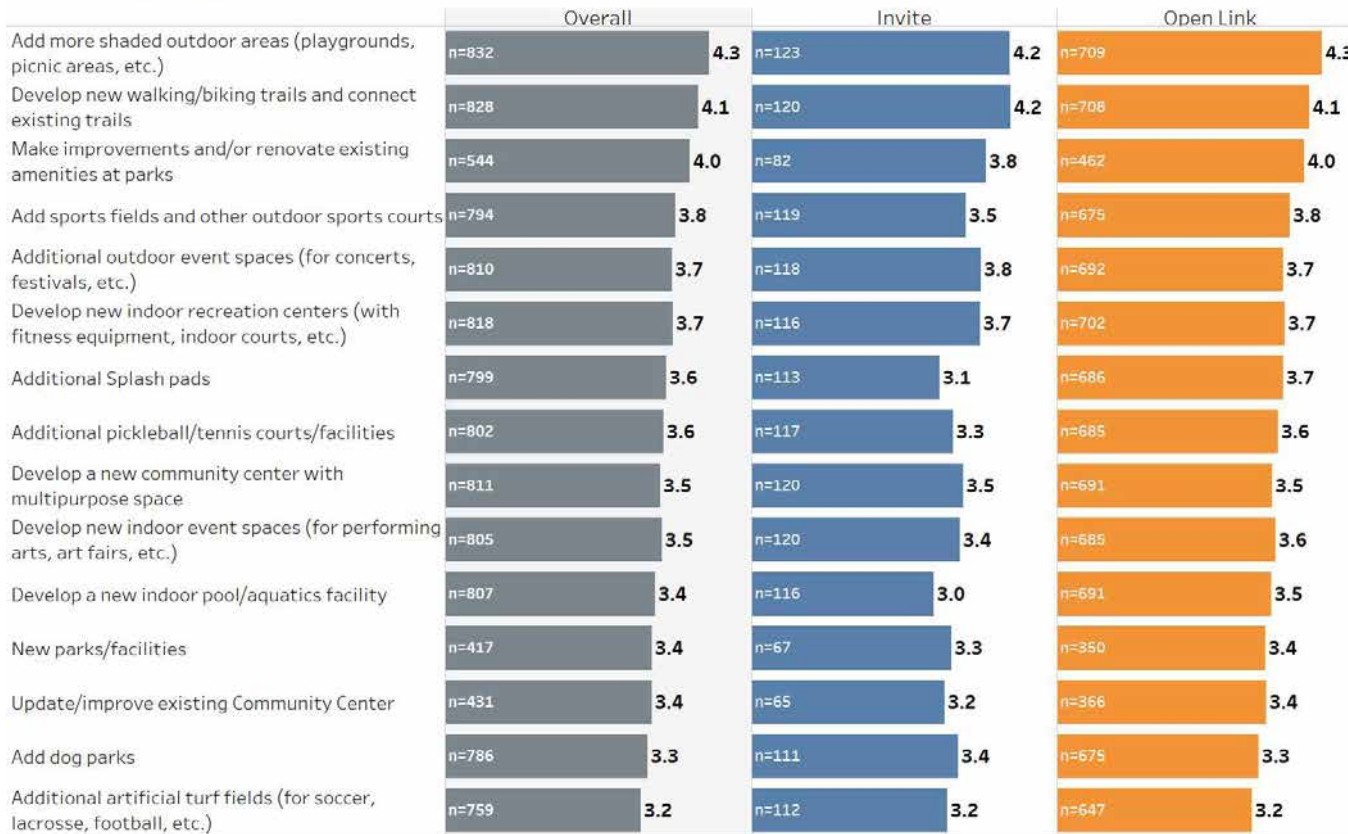
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates



# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

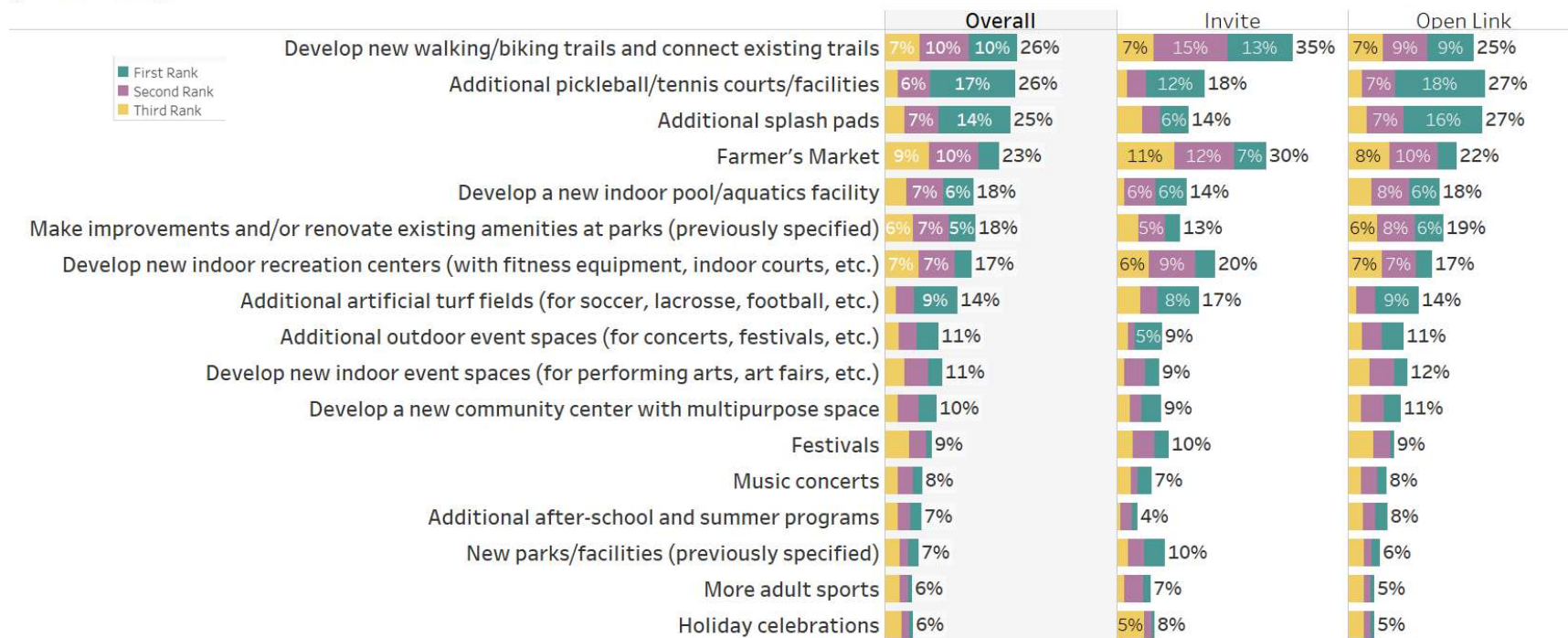
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



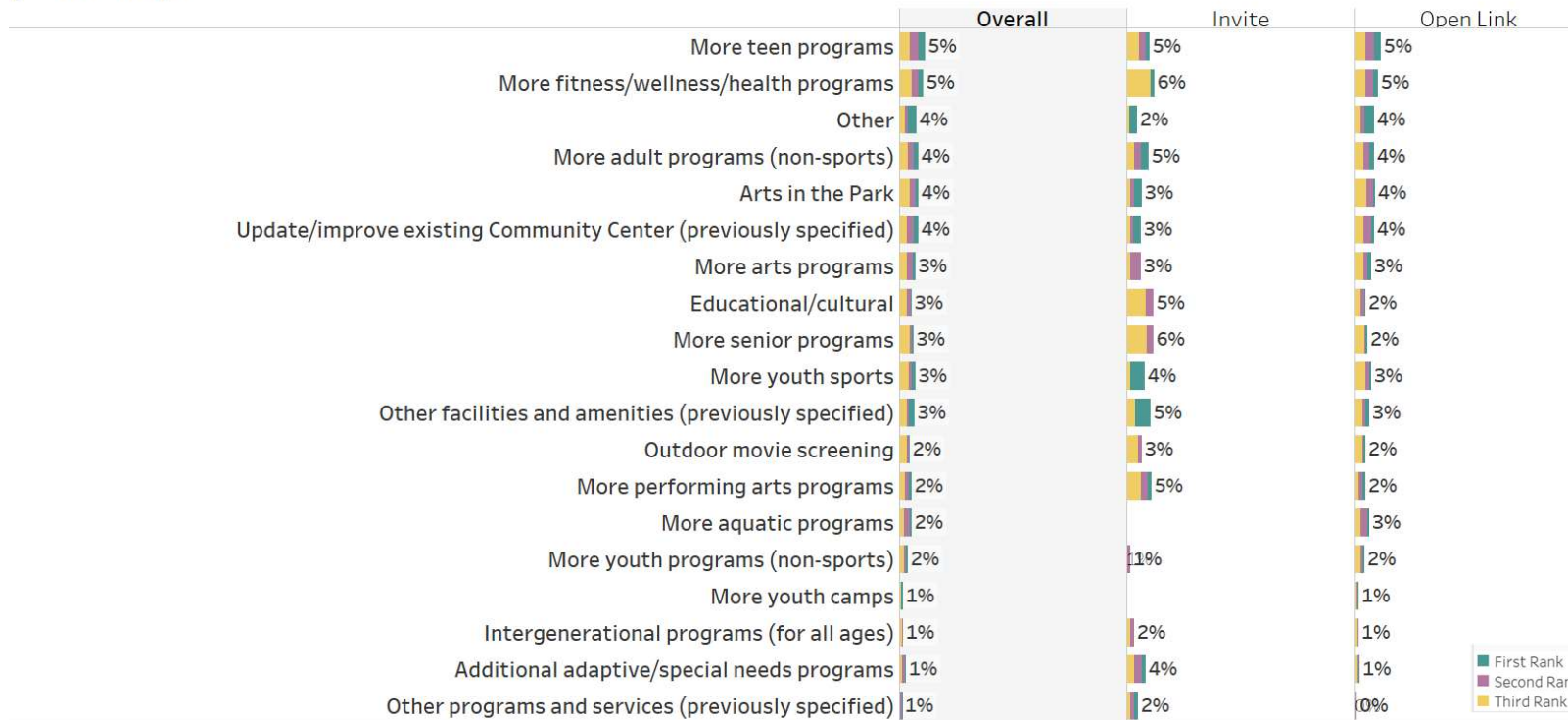
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

# Financial Choices

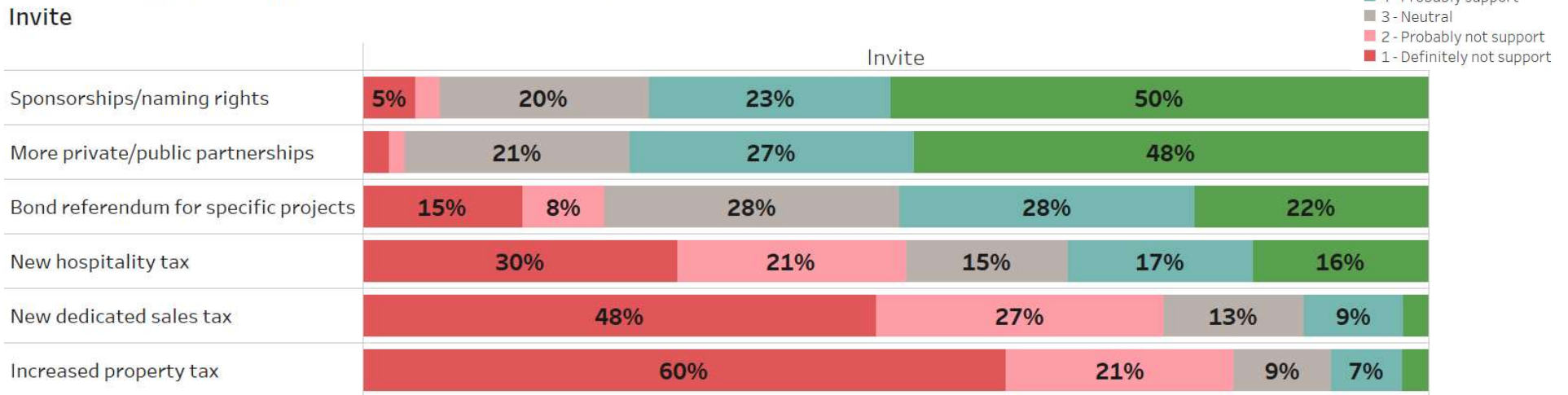




# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

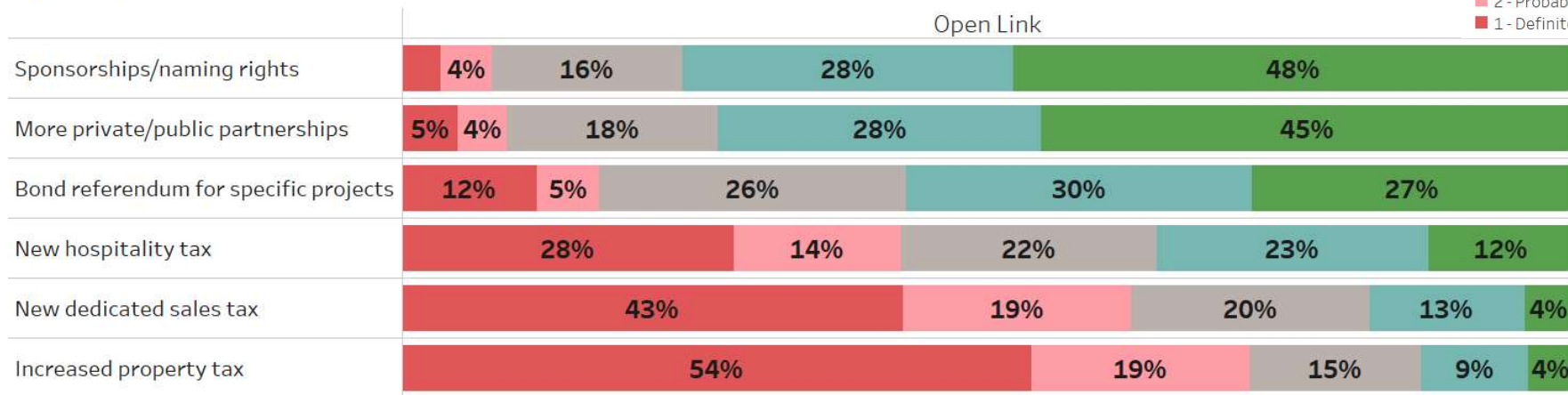
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

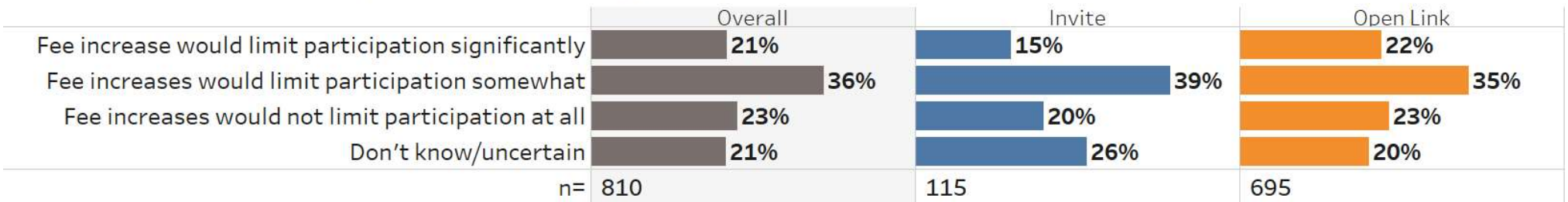


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

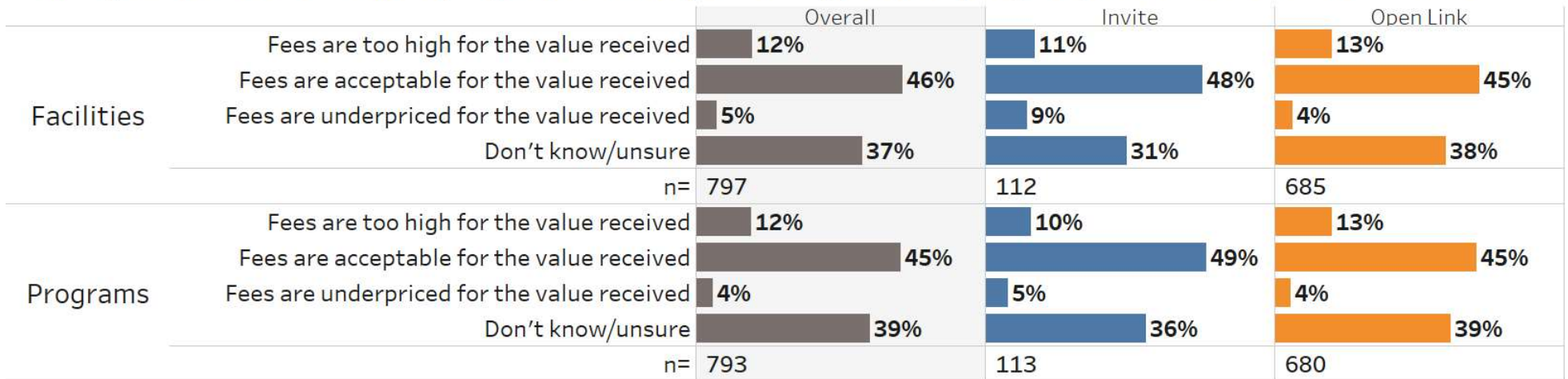


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



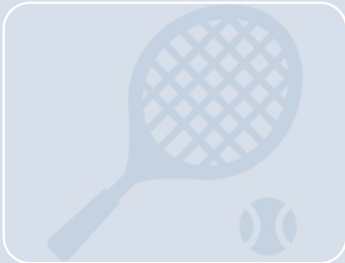
Source: RRC Associates



# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

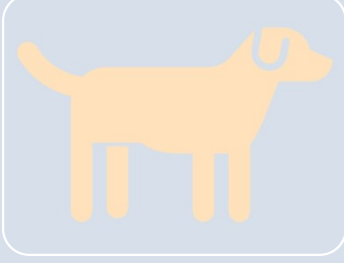
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

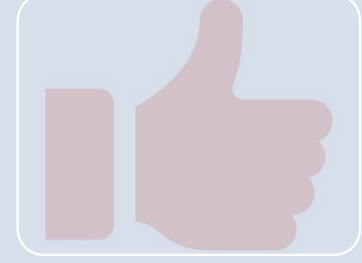
## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

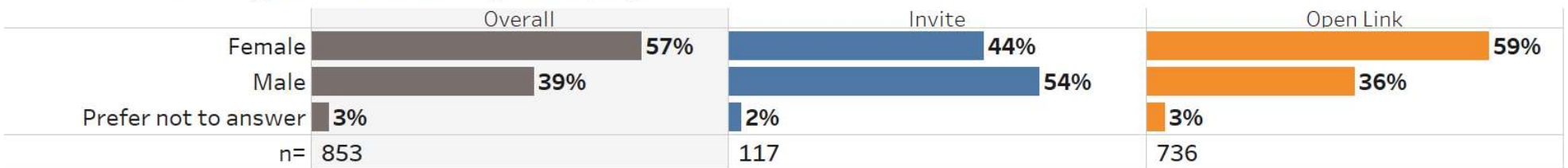
# Demographics



# Gender & Age

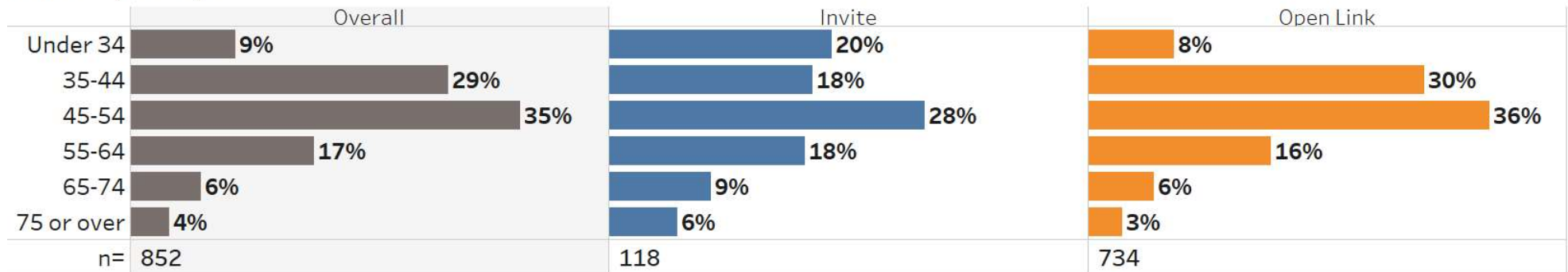
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

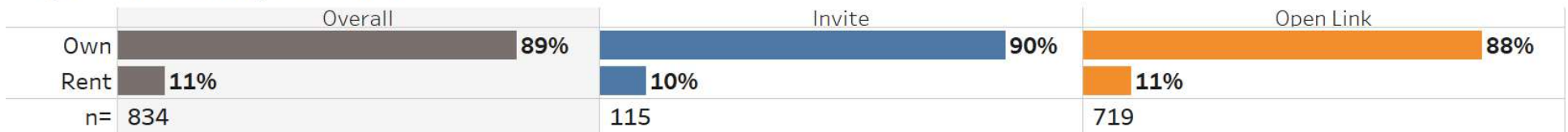
Source: RRC Associates



# Voter Registration Status & Dog Ownership

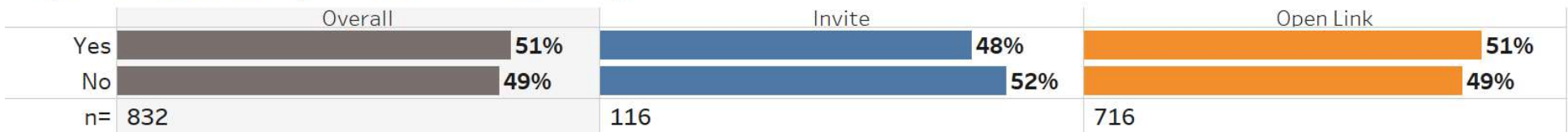
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?

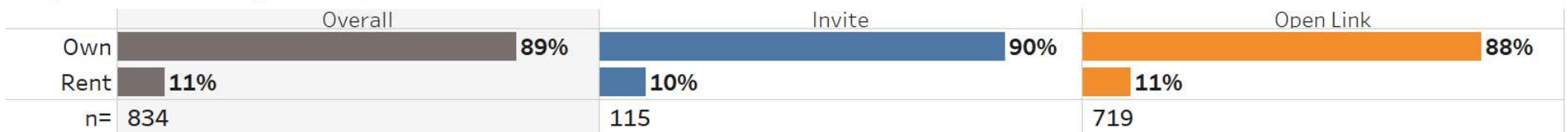


Source: RRC Associates

# Residence Ownership & ADA Needs

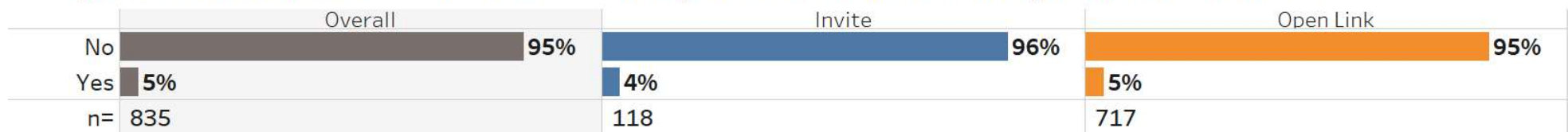
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

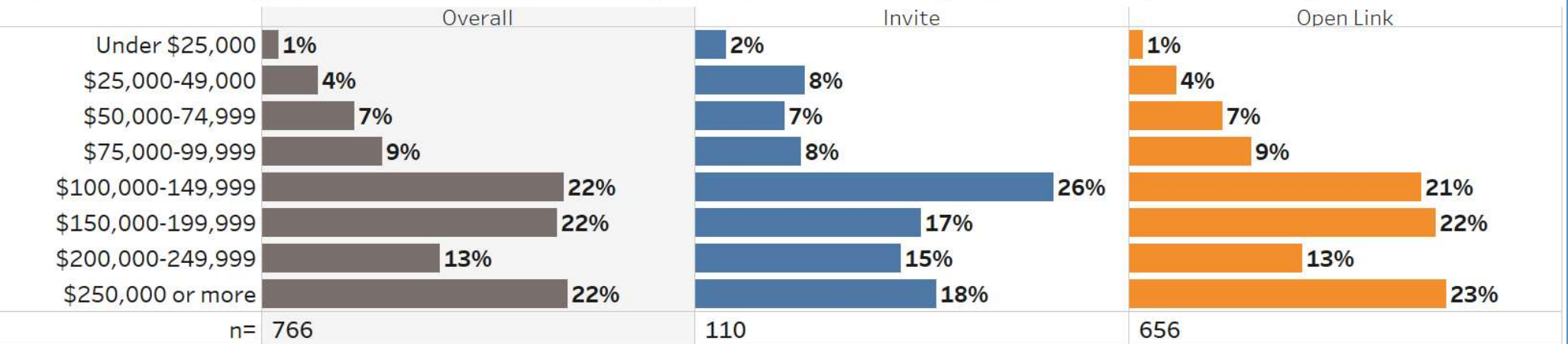
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates





RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

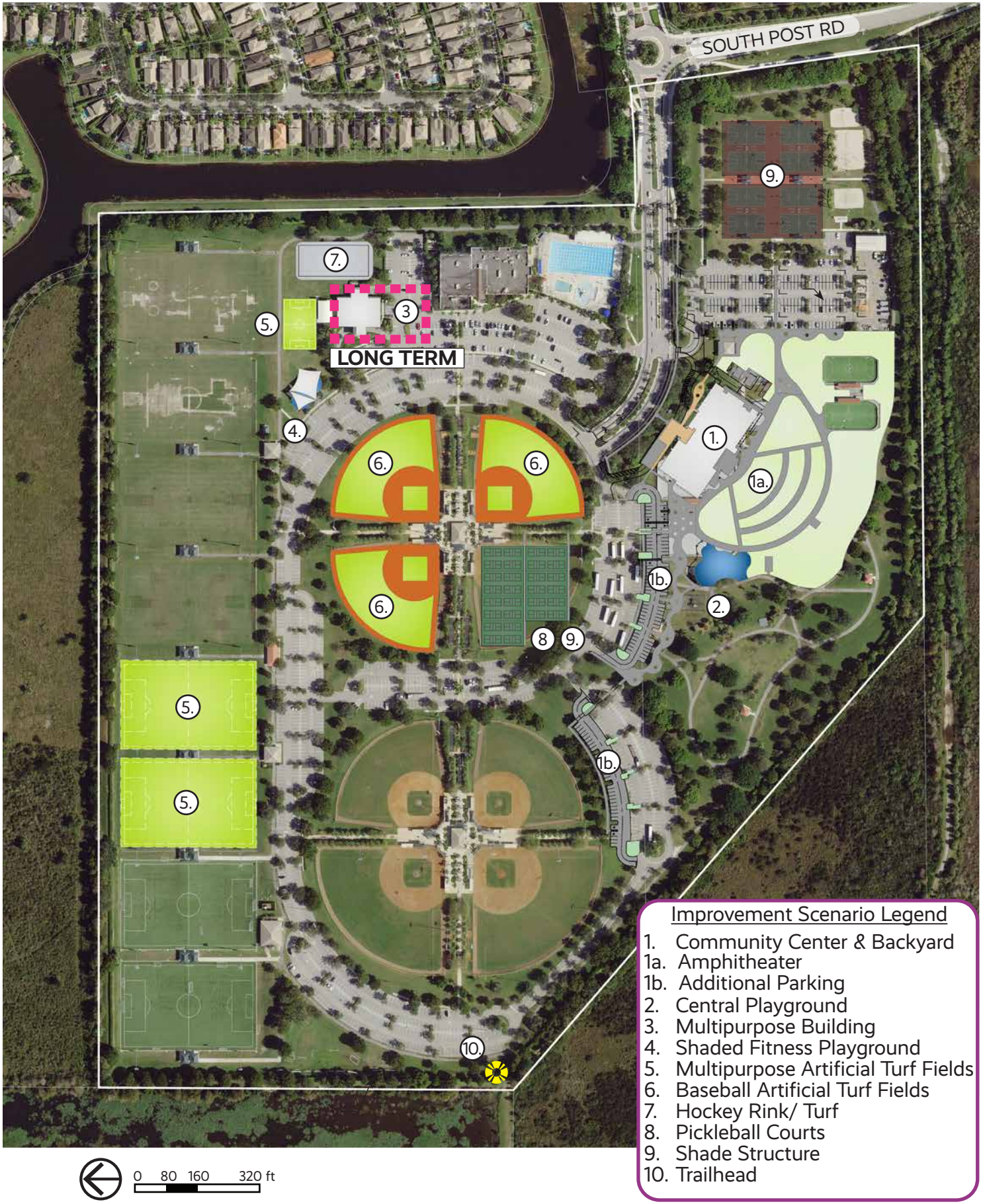


RRC





## Regional Park Improvement Scenario (Mid-Term) & (Long Term)







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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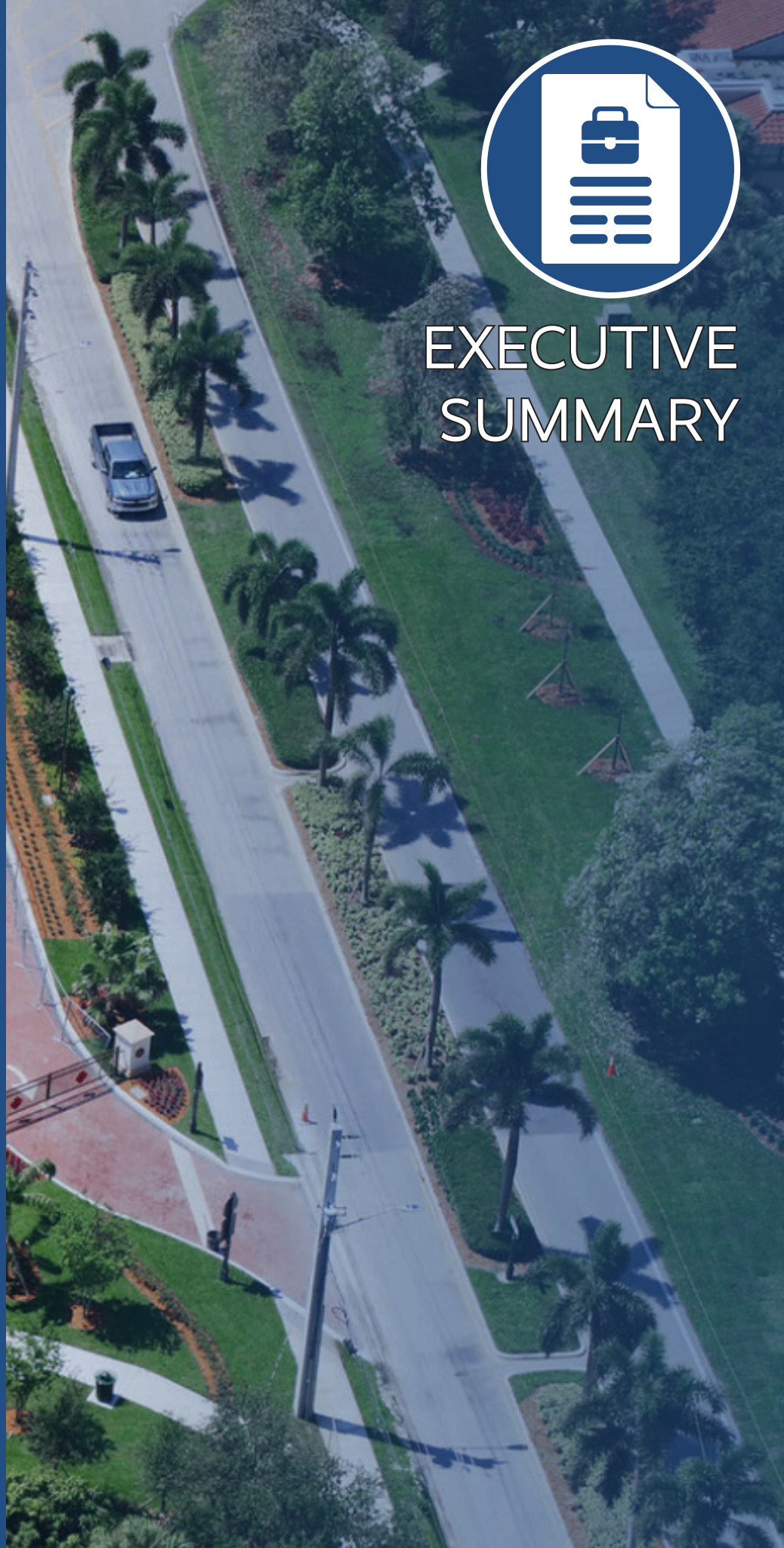
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY







## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







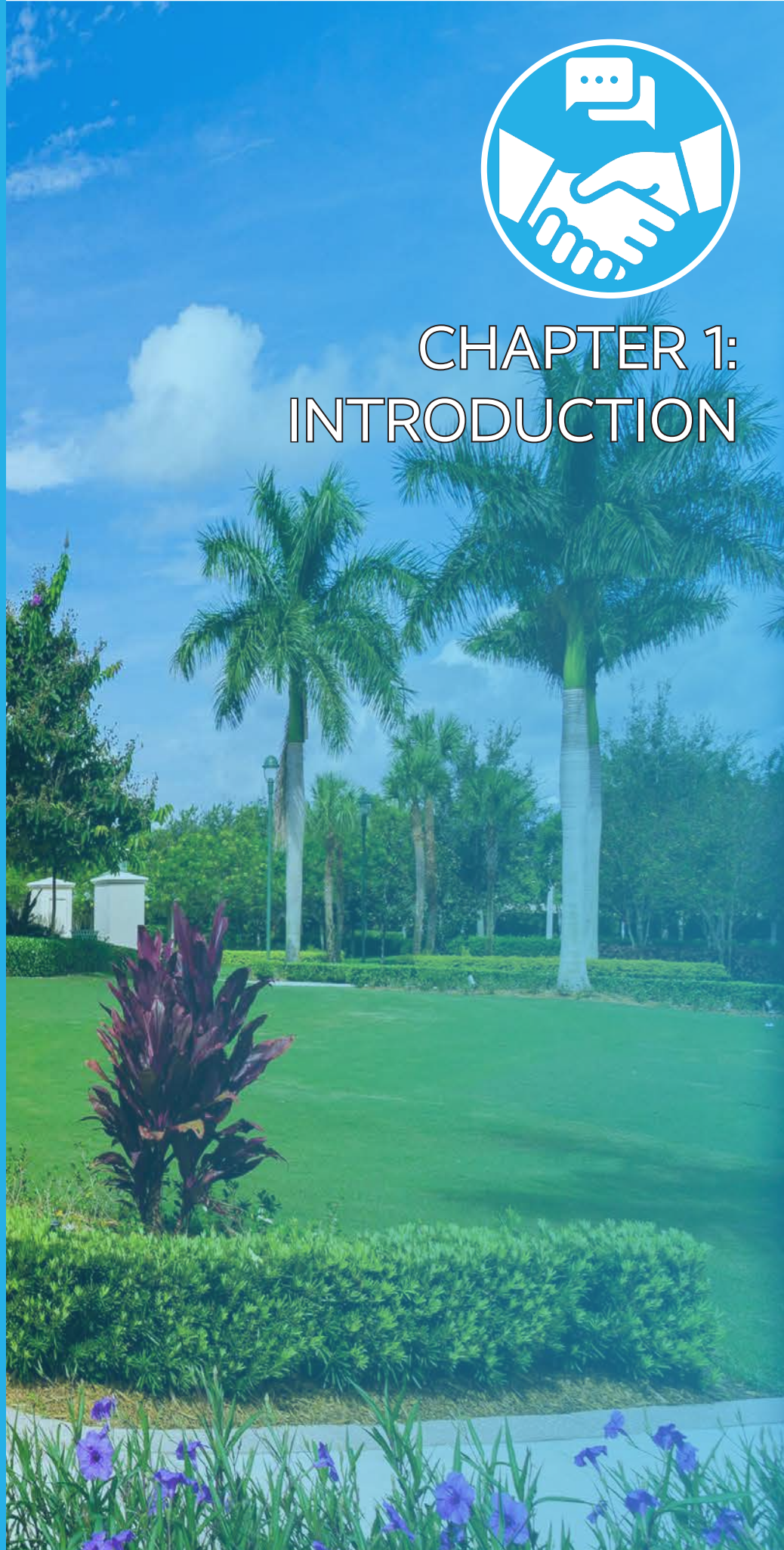
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION







## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand



the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

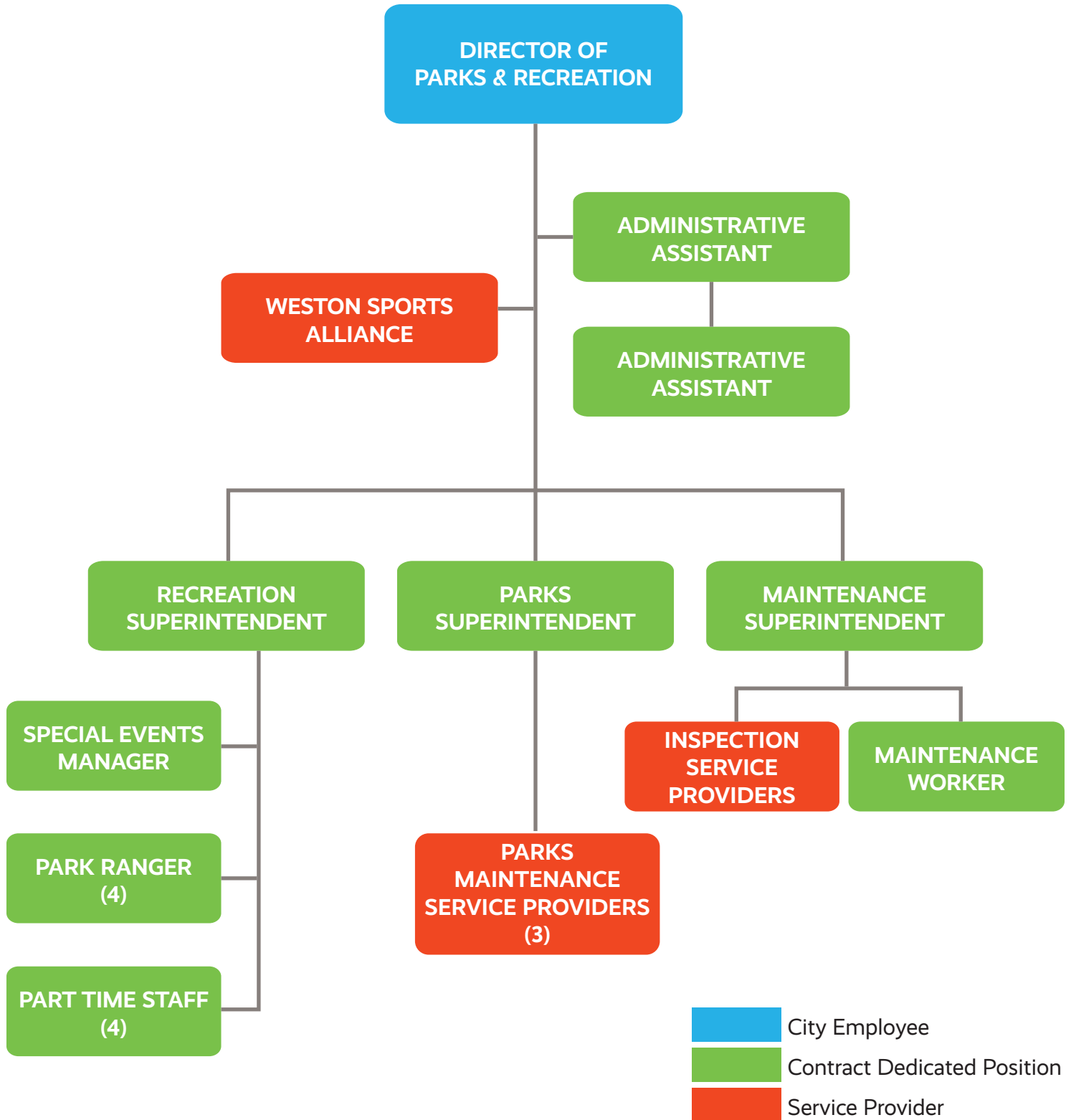


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

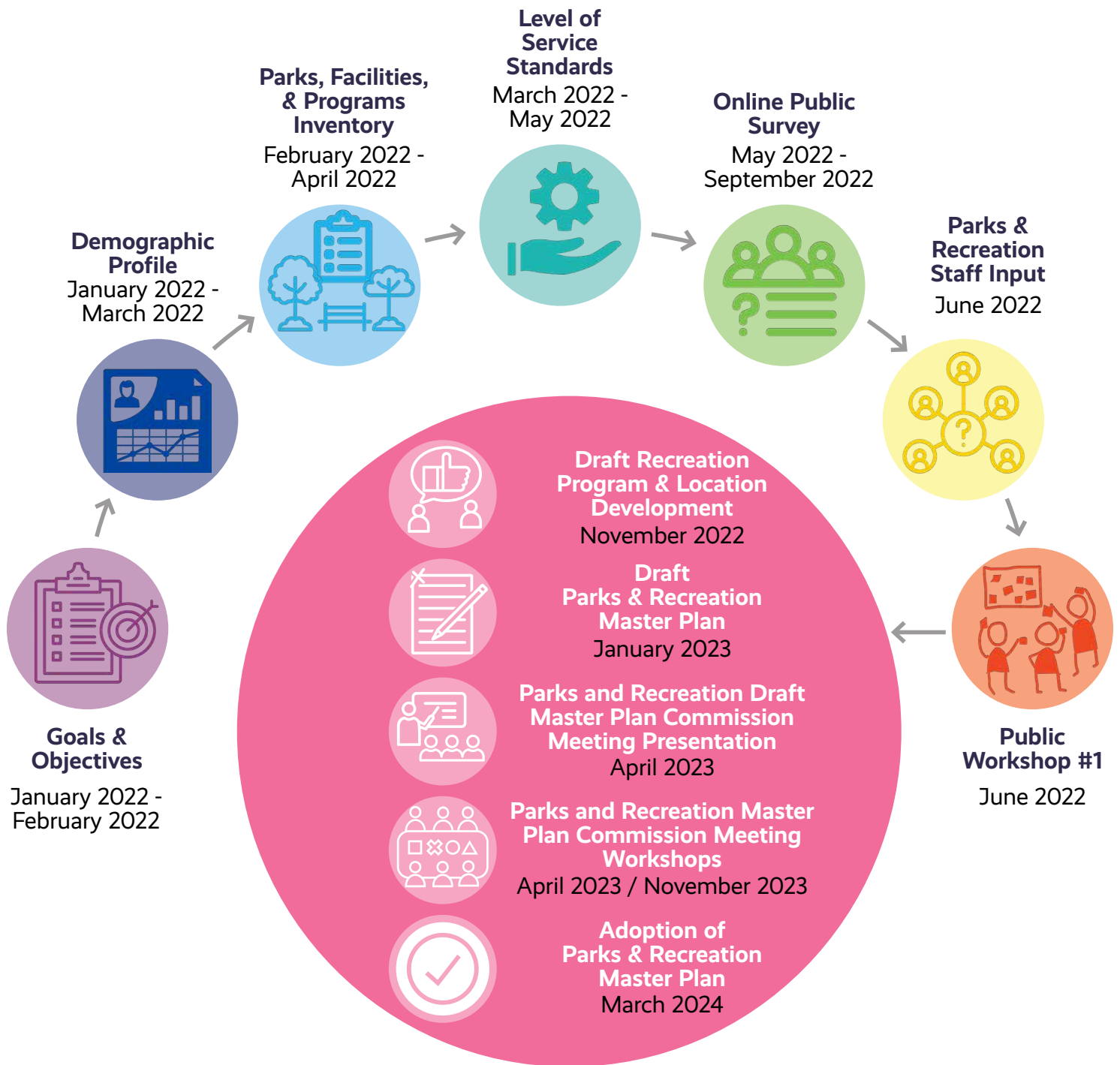


Figure1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

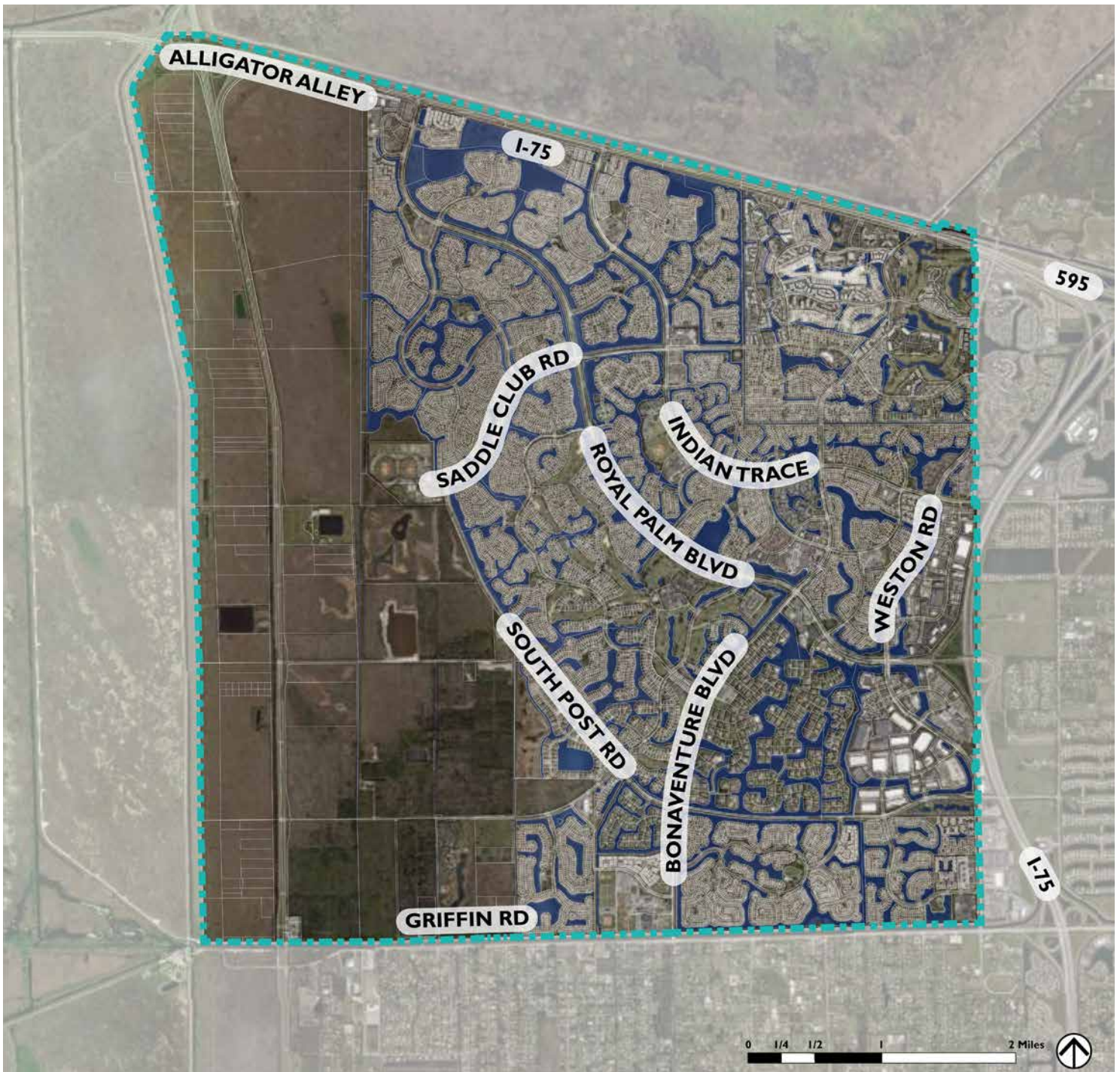


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

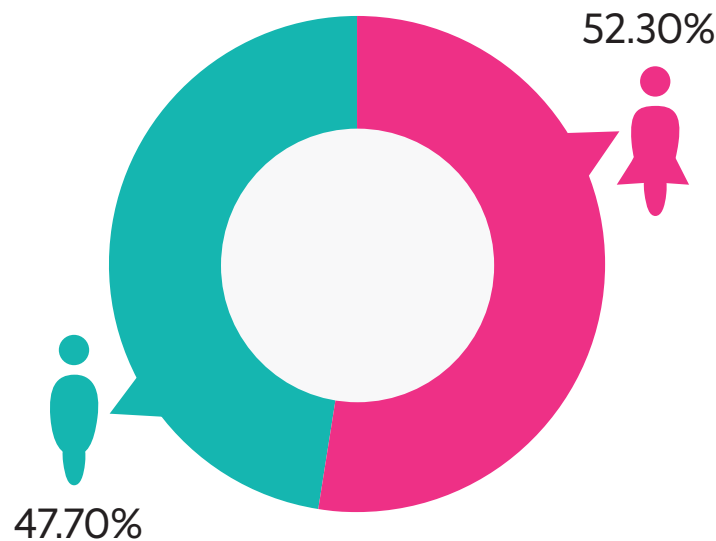


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

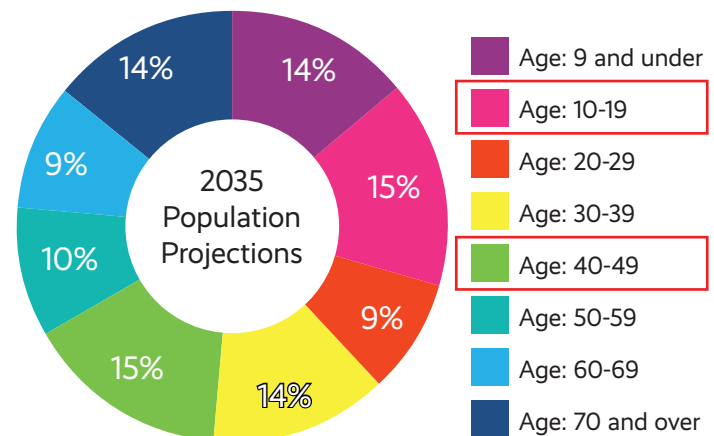
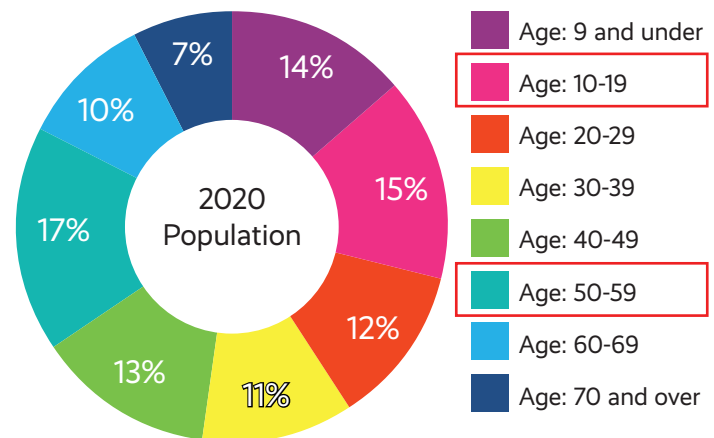


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

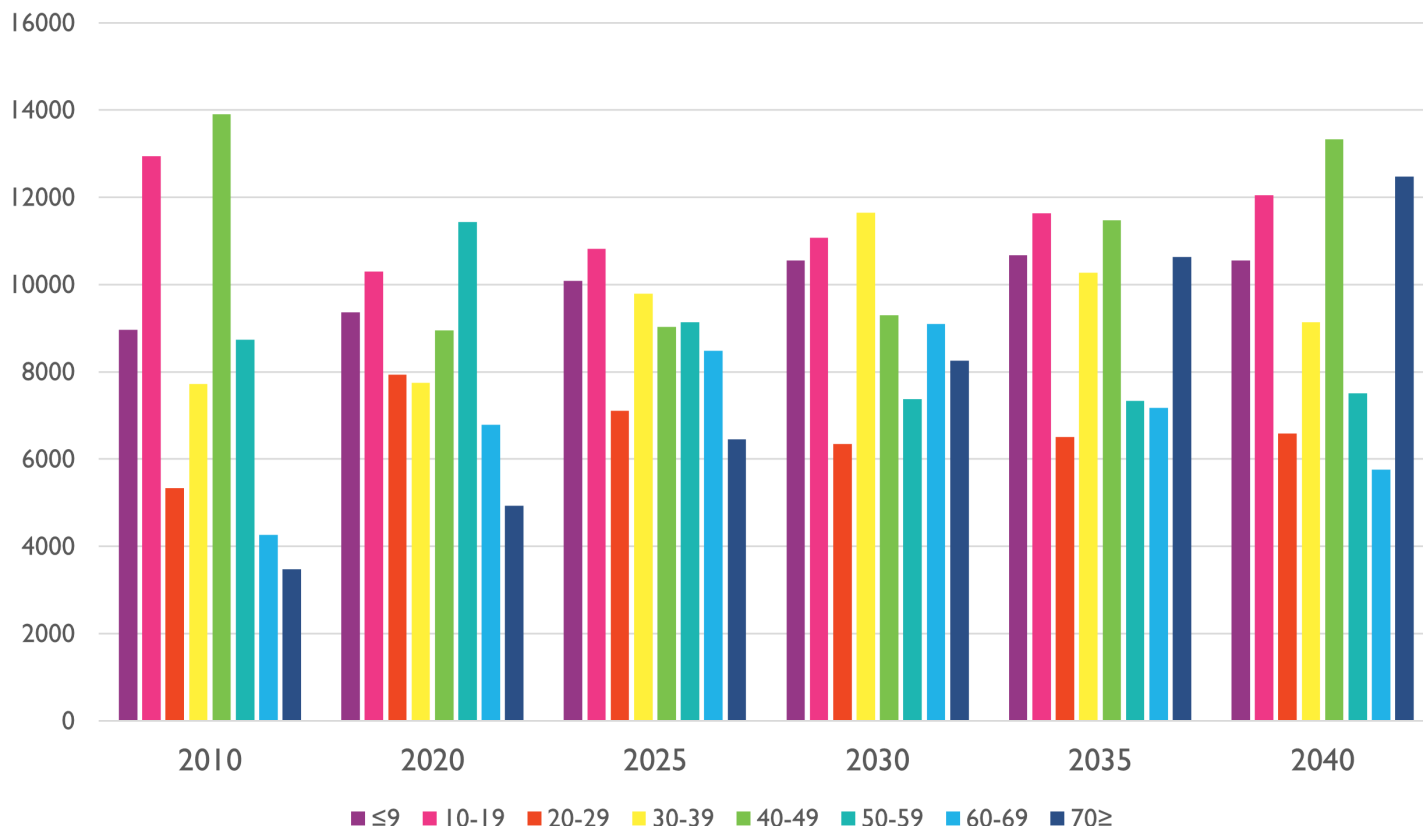


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

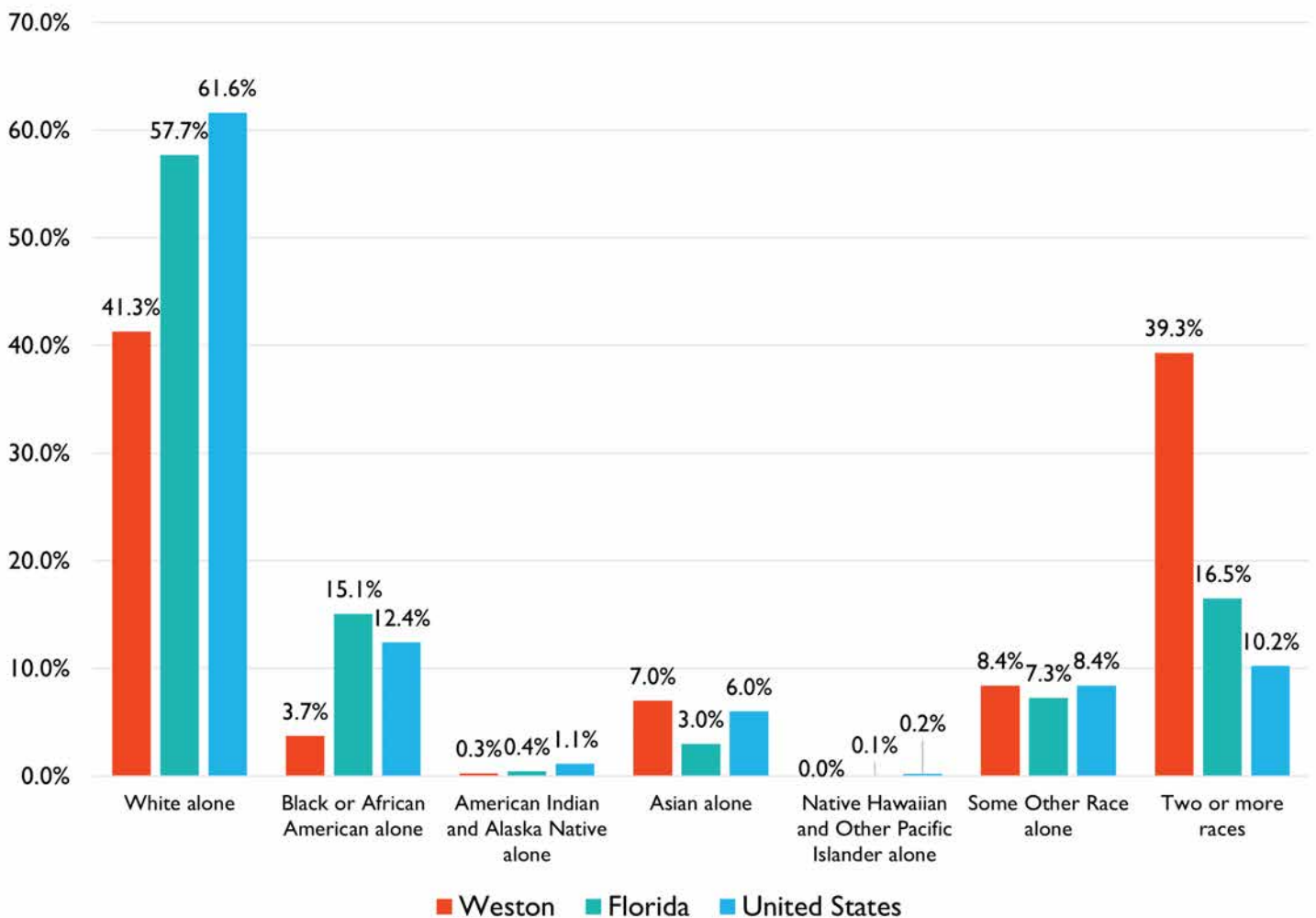


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

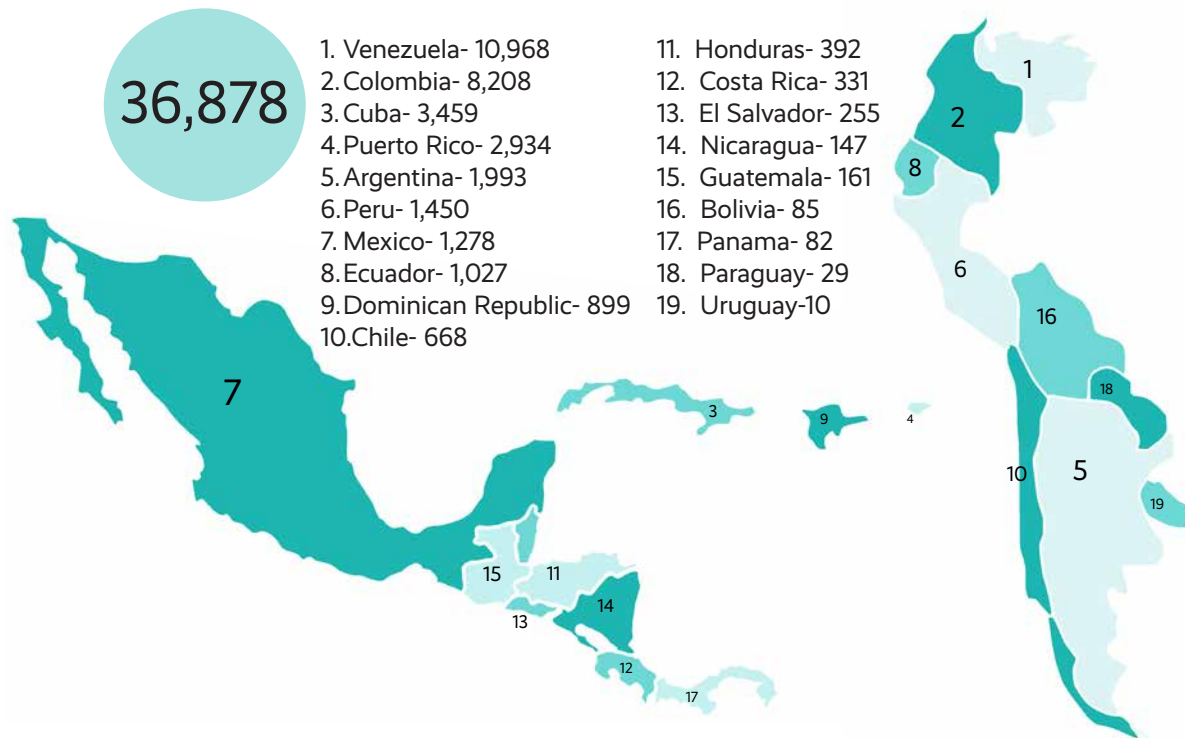


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.



### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

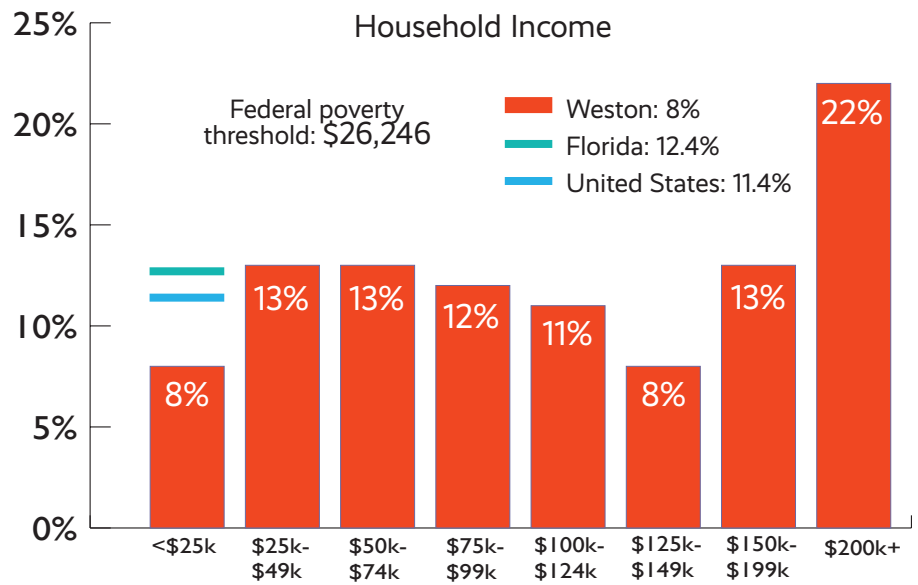


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

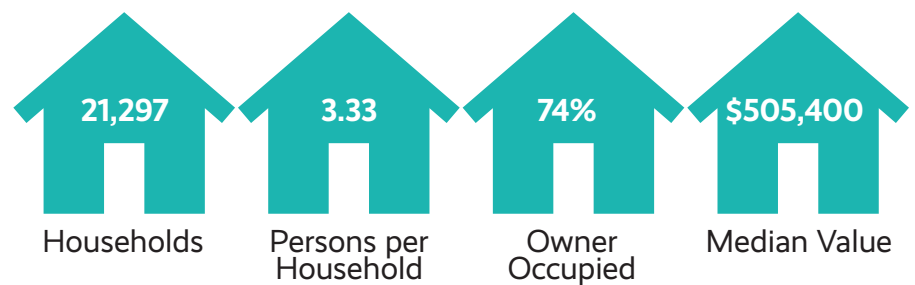


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

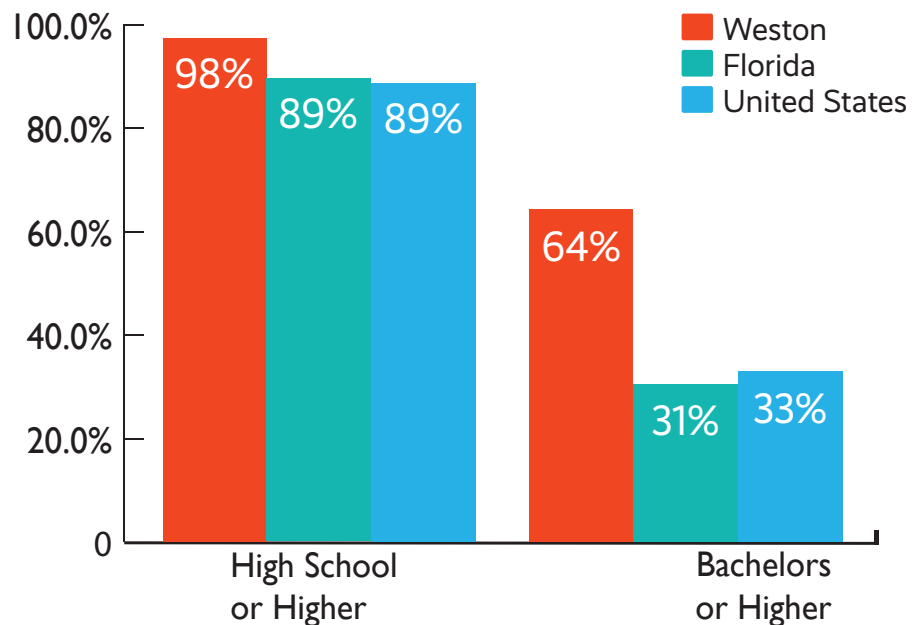


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

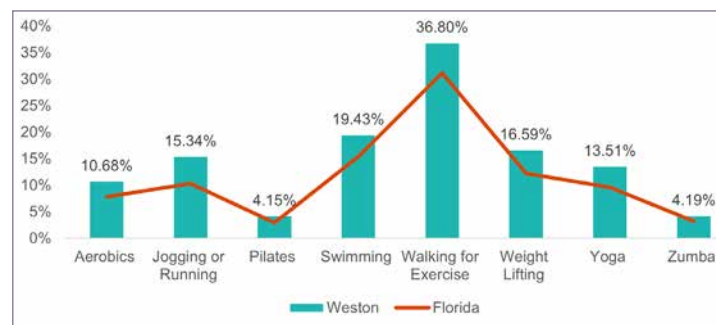


Figure 2.15: Adult Participation in Fitness Activities

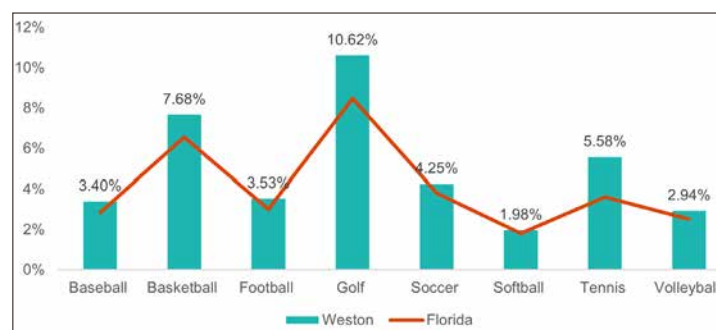


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities





The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)





### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

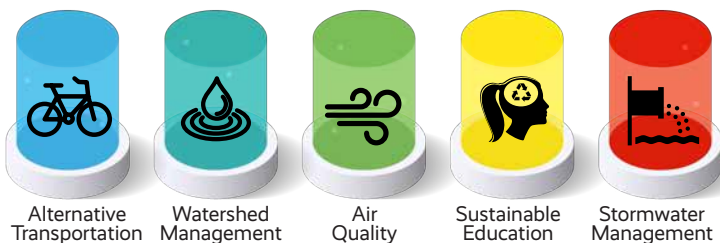


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

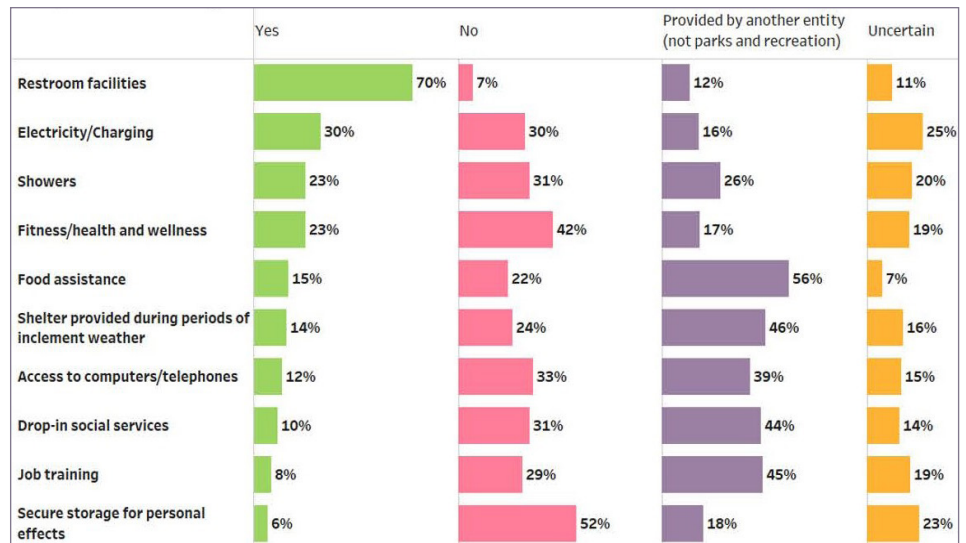


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

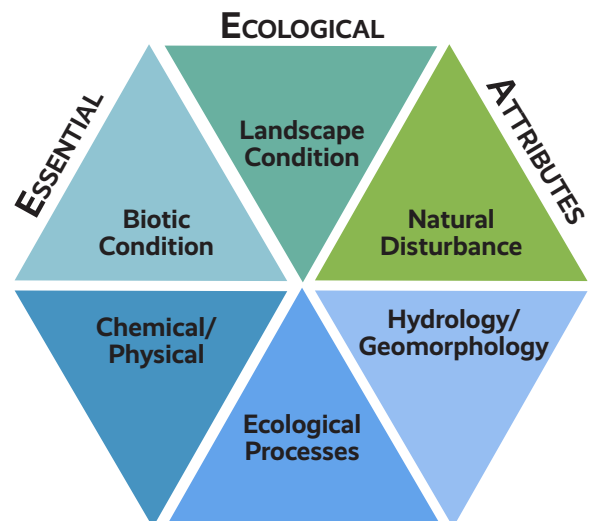


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

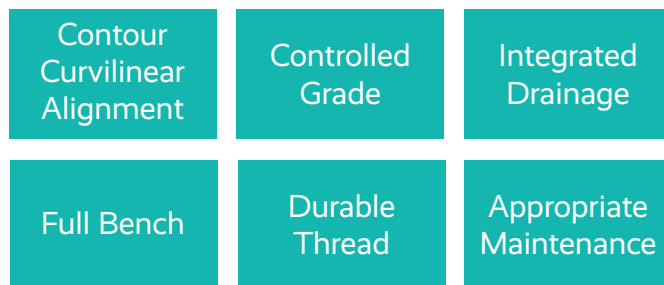
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

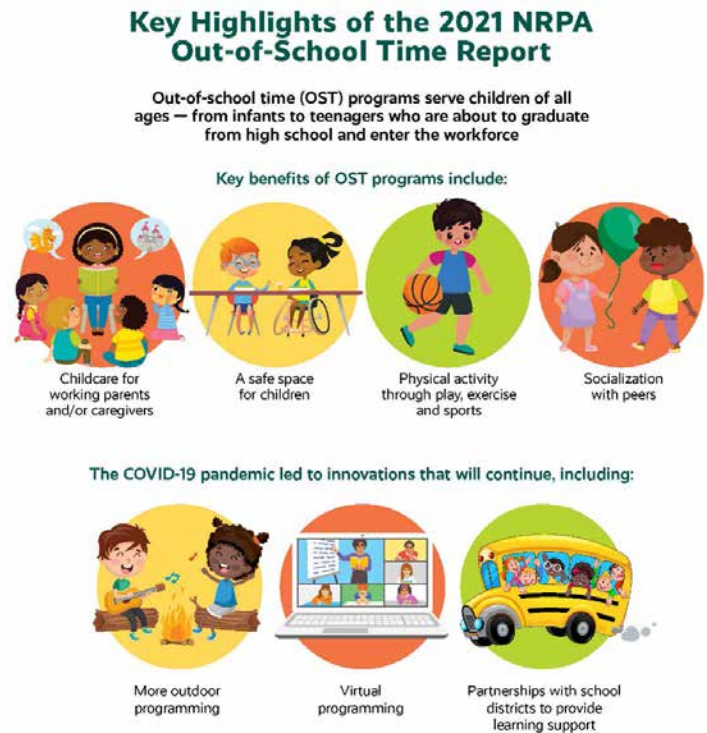


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report





## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in *Governing Magazine*: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

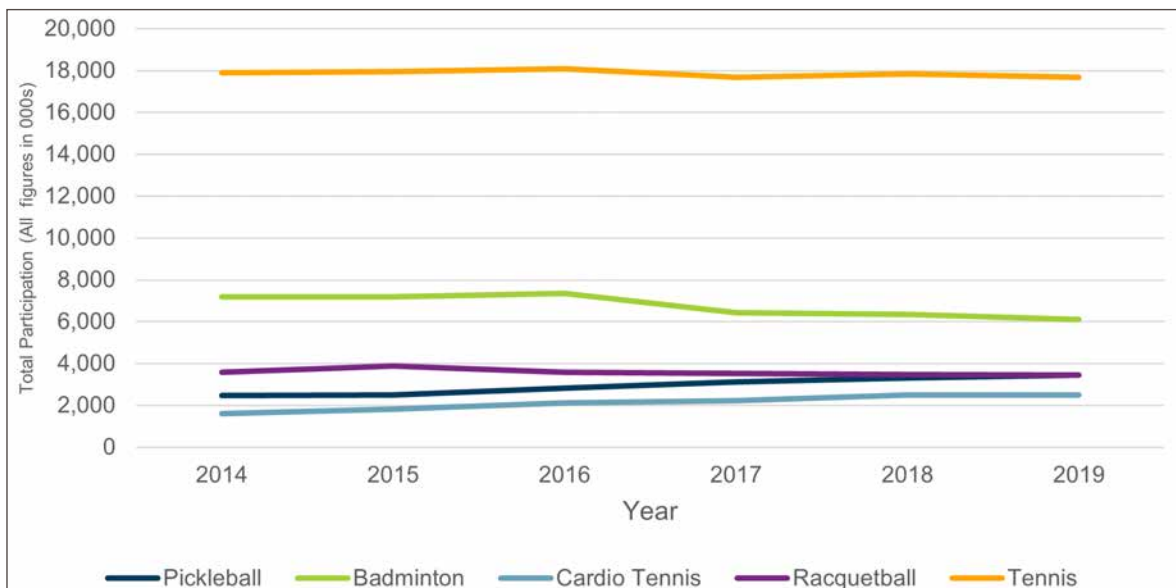


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)





### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

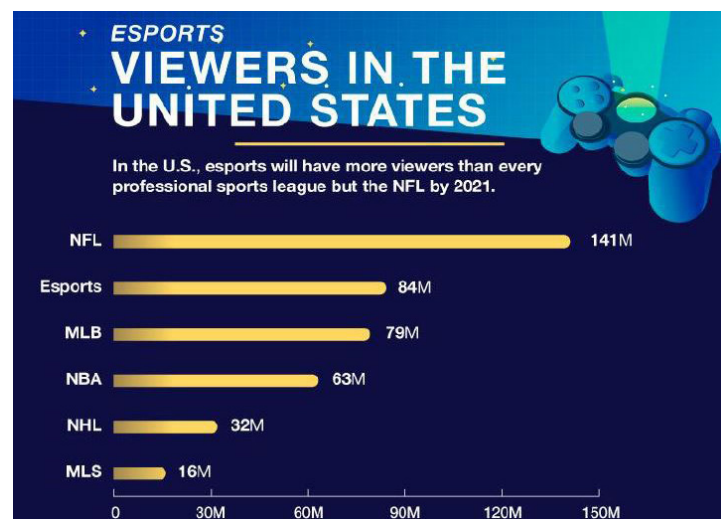


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

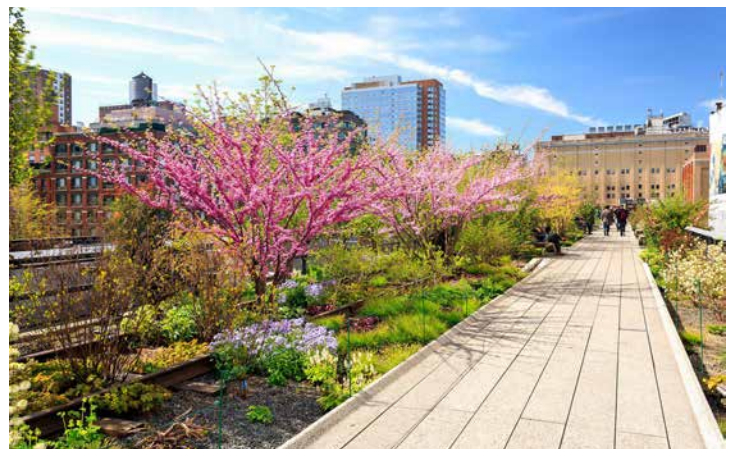


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1				1	1	
Town Center Park	6											1										
Vista Park	30		4												1	1				4		
Weston Racquet Club	7												2	4								15
Weston Regional Park	102	6	8	8	1	1				6		1		8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







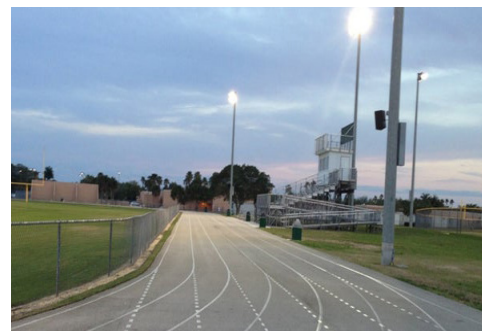
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.





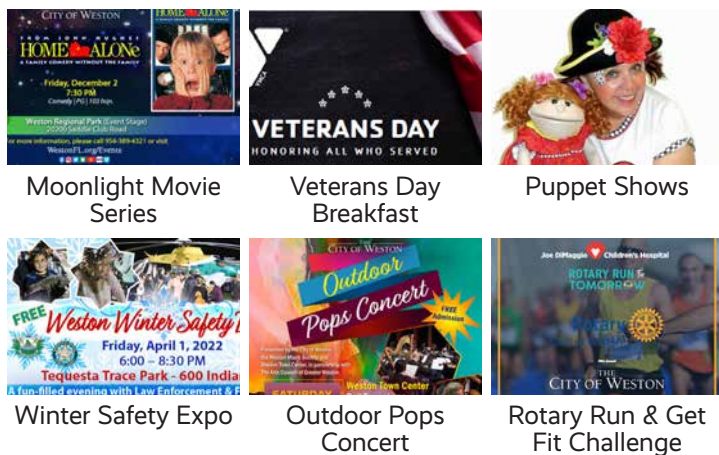
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

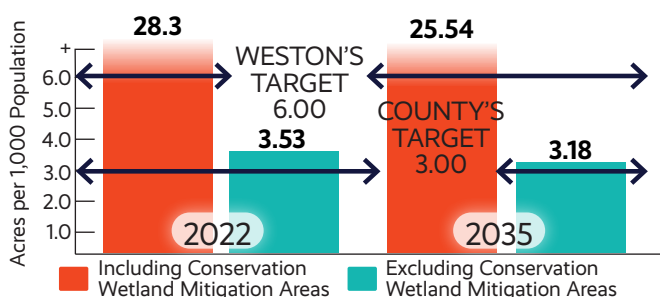


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

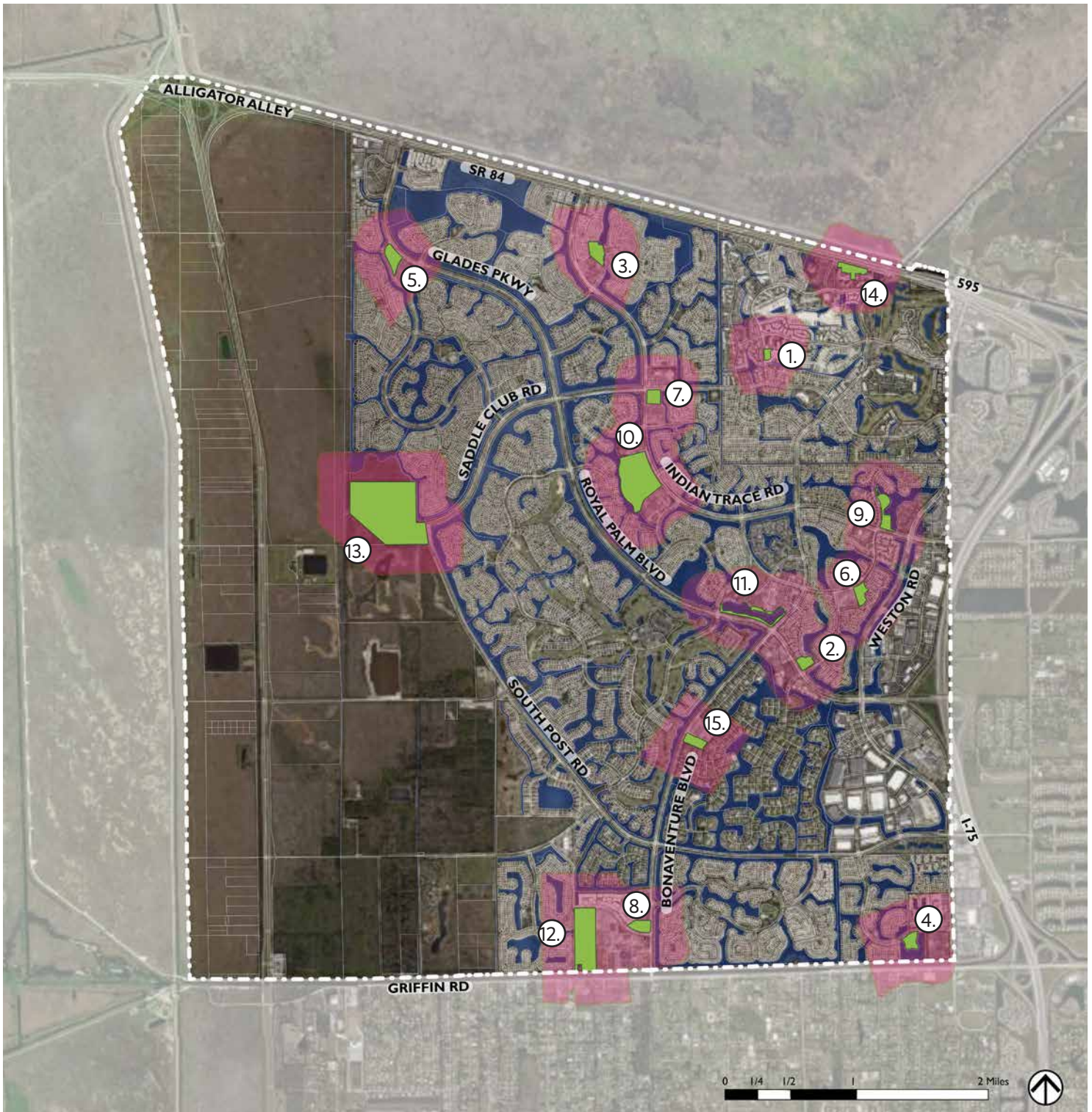
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

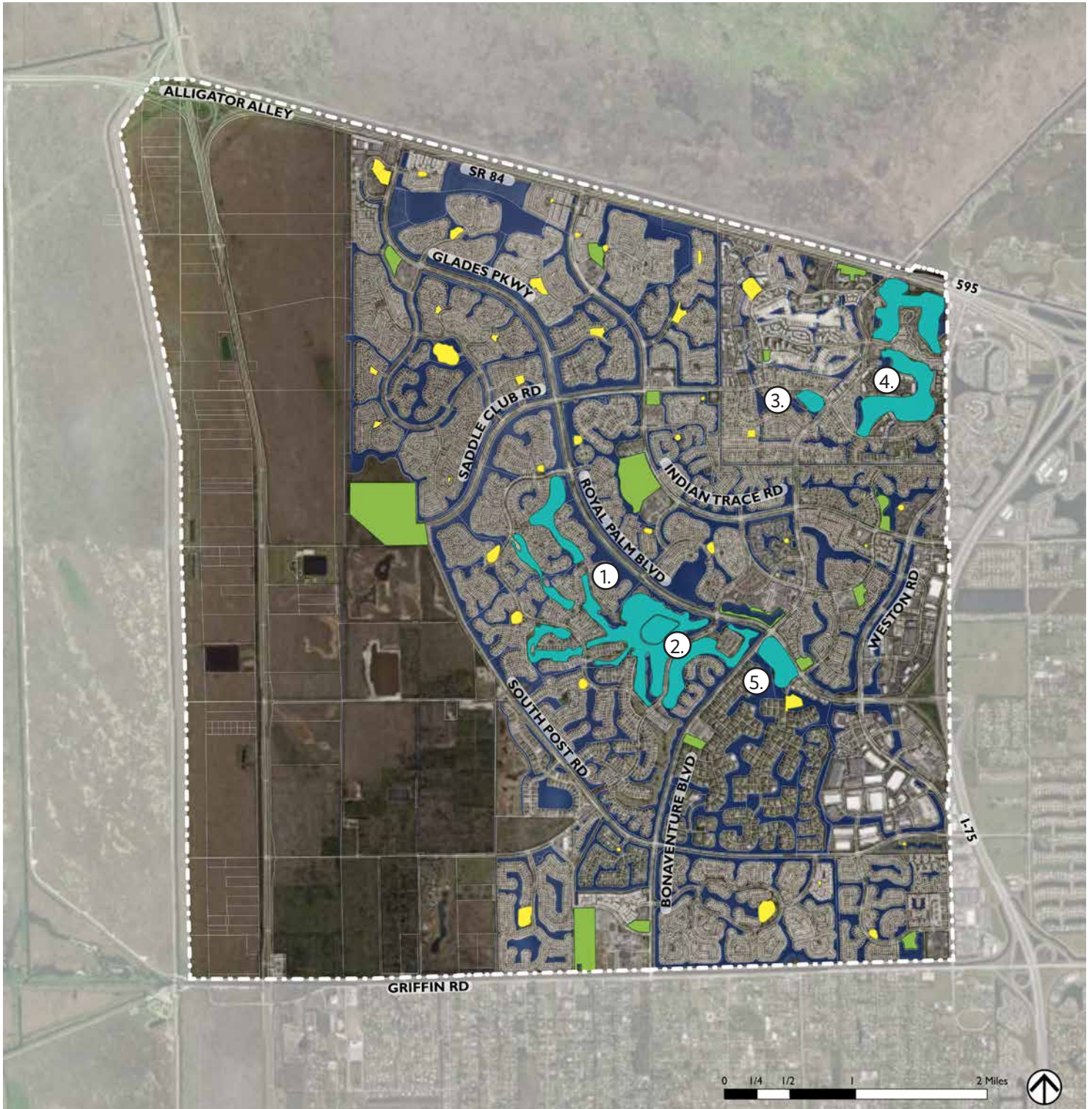
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)





## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

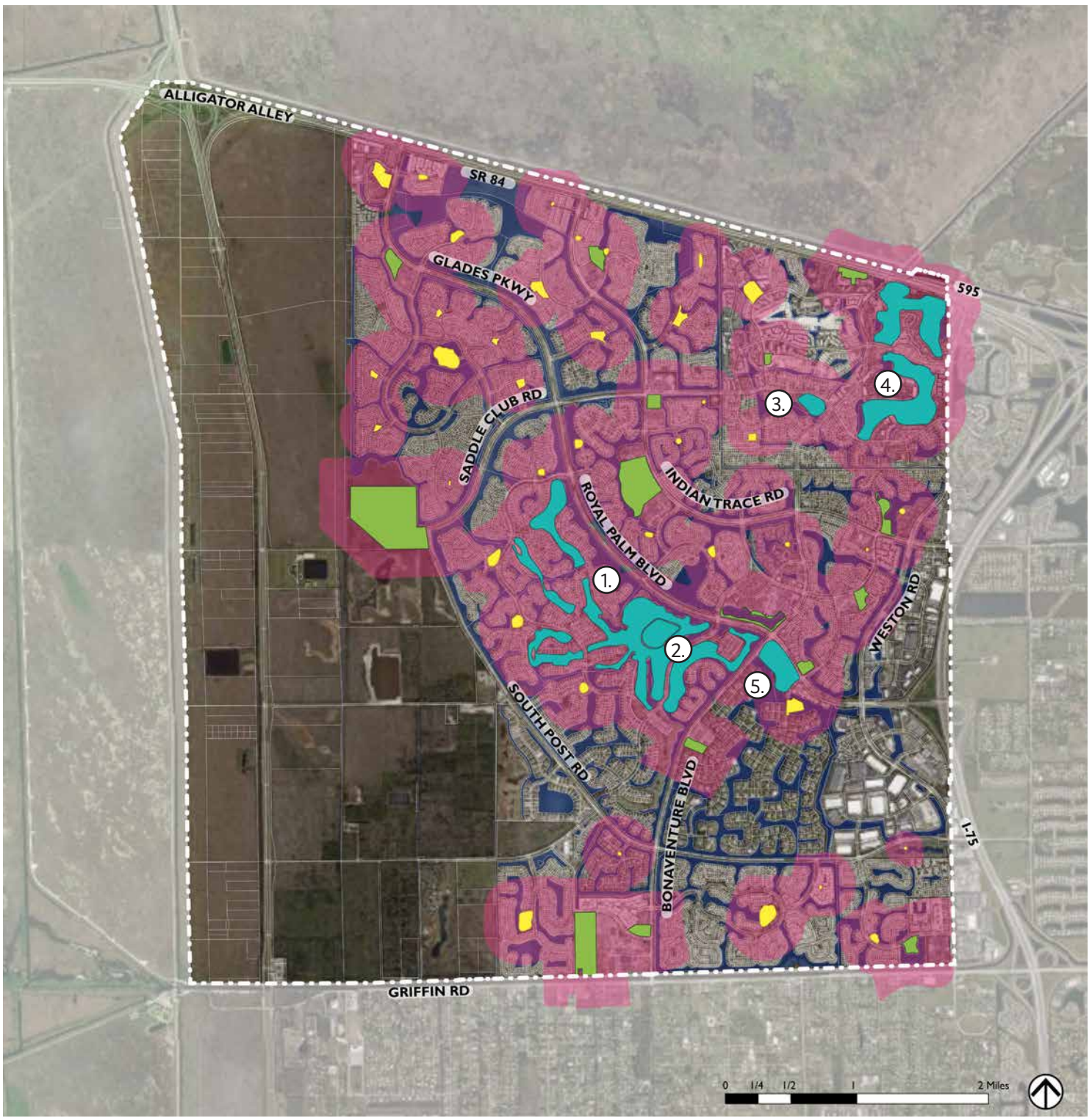
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)





## City Bike and Pedestrian Paths Map



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities
- Sidewalk
- Shared Use Path\*
- Bike Lane
- Paved Shoulder

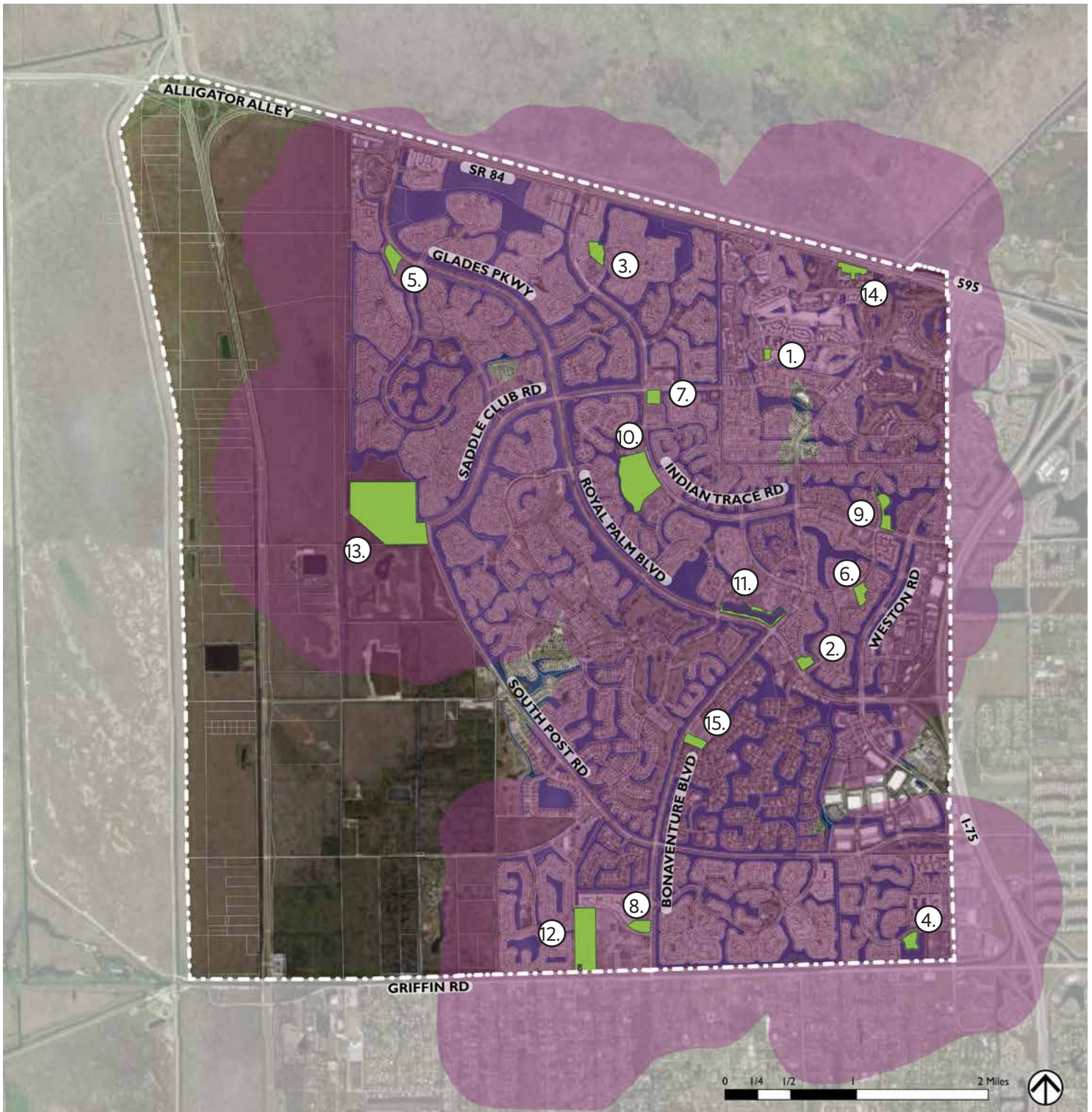
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

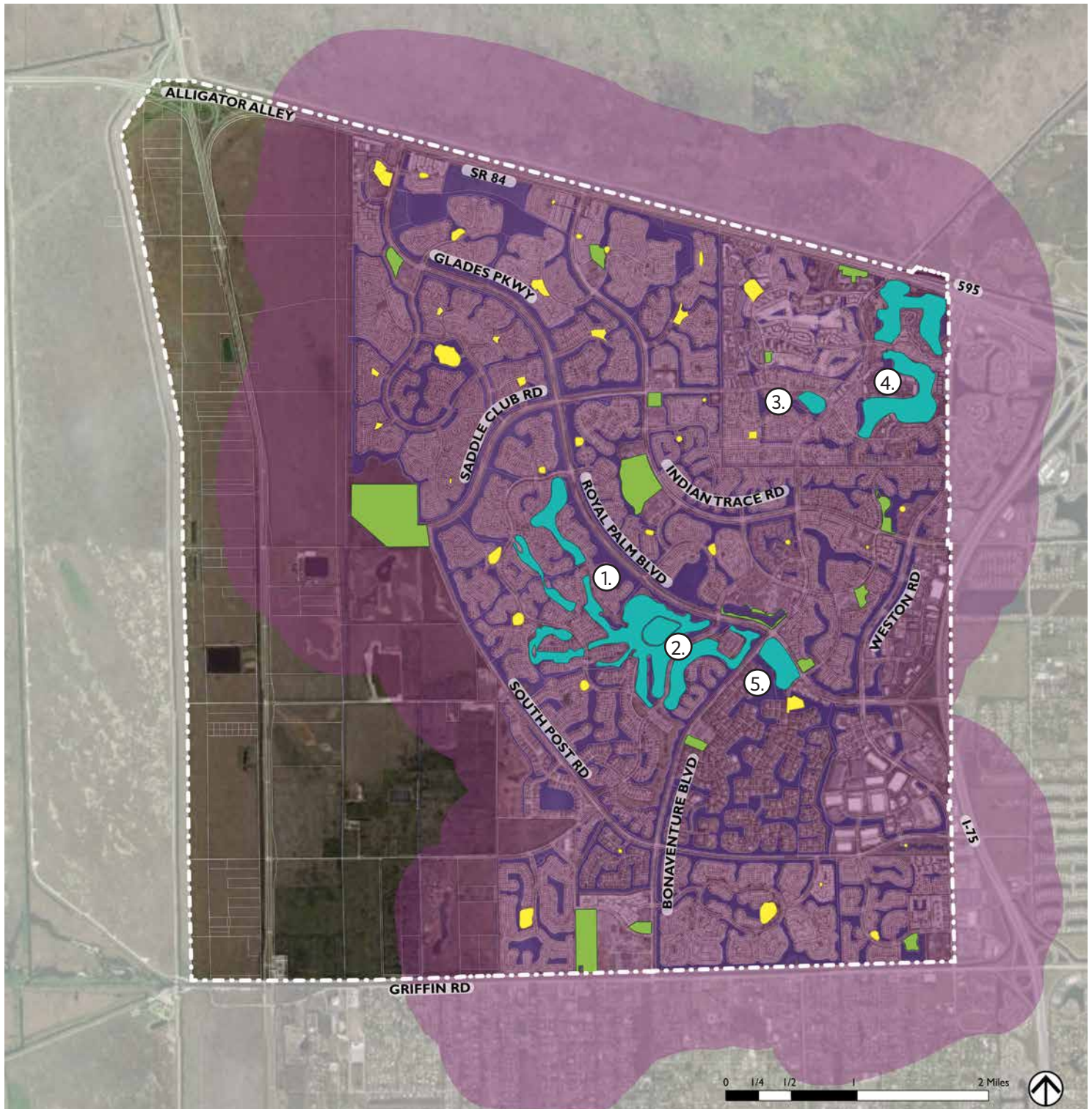
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

	Meets Benchmarks		Below Benchmarks
--	------------------	---	------------------

Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study





Basketball Courts Comparative Study

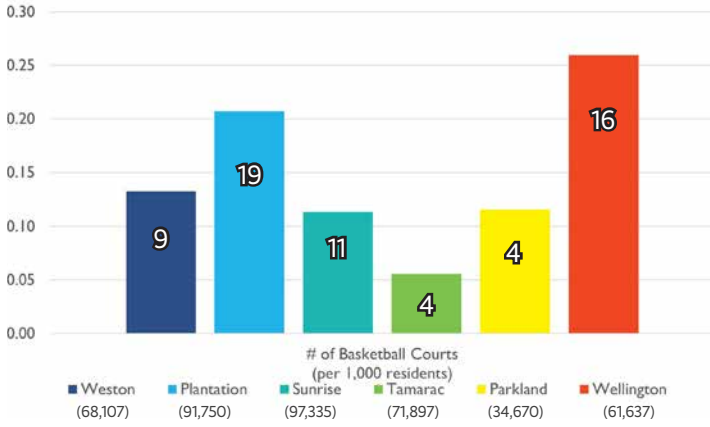


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

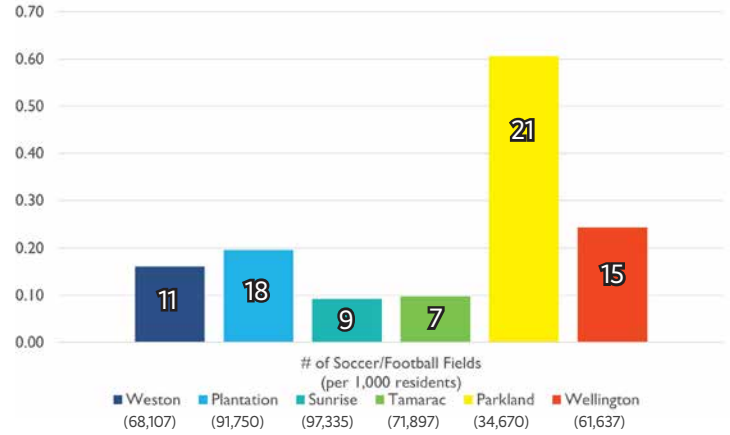


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

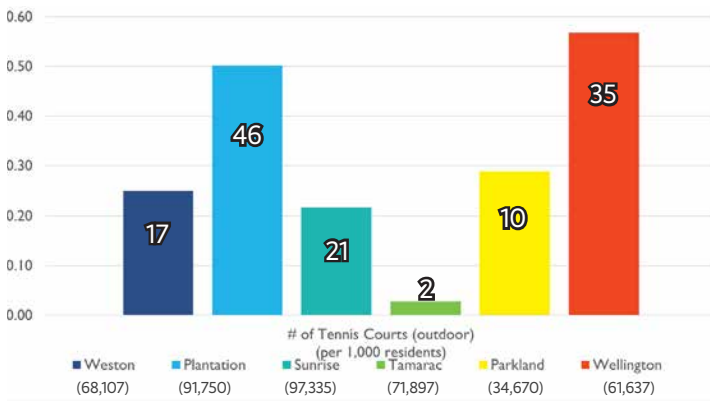


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

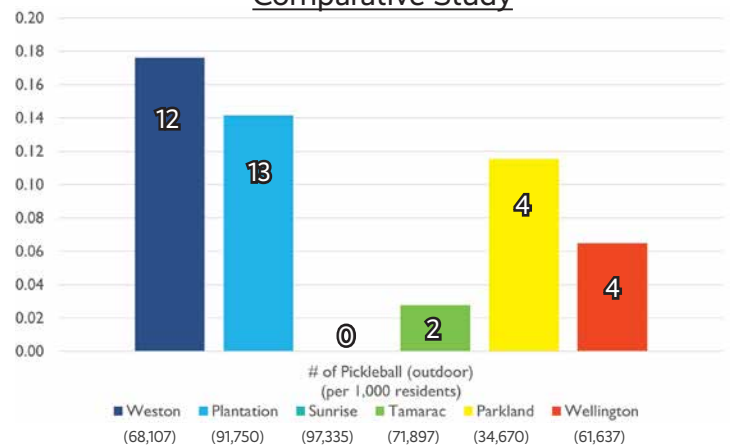


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

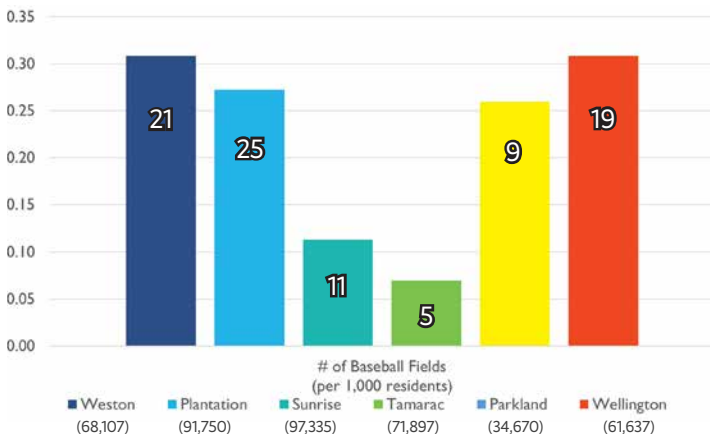


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

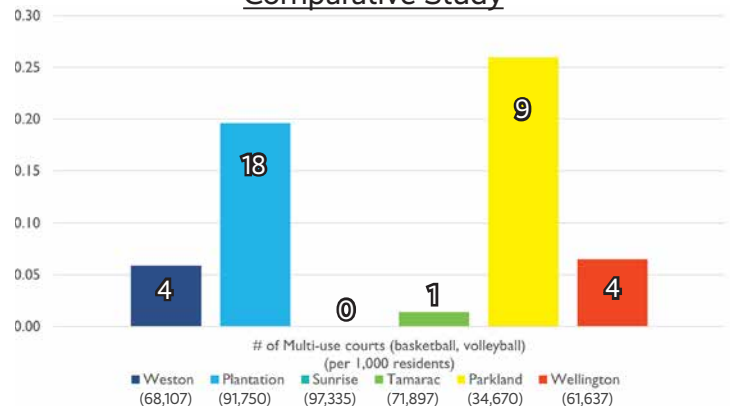


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



**Multipurpose Synthetic Fields Comparative Study**

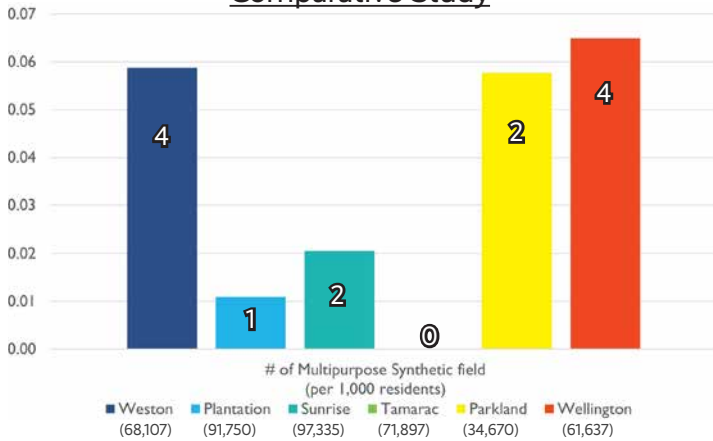


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

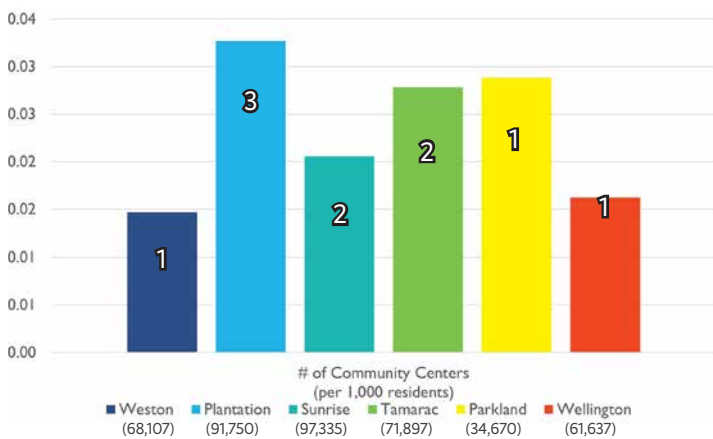


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

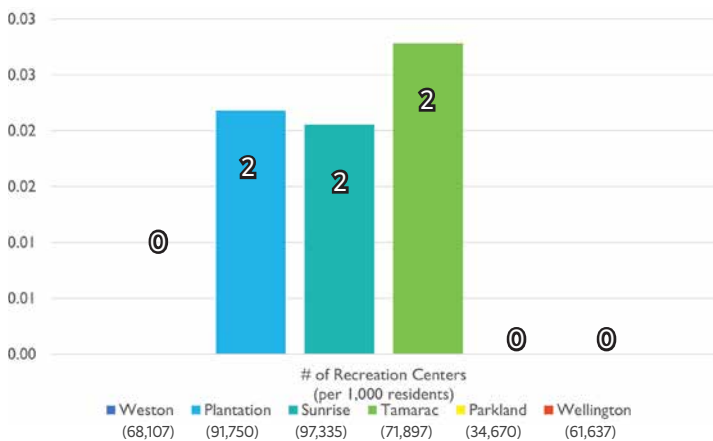


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities





can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>







City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSQC Soccer</li> <li>Junior Tennis</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Health Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

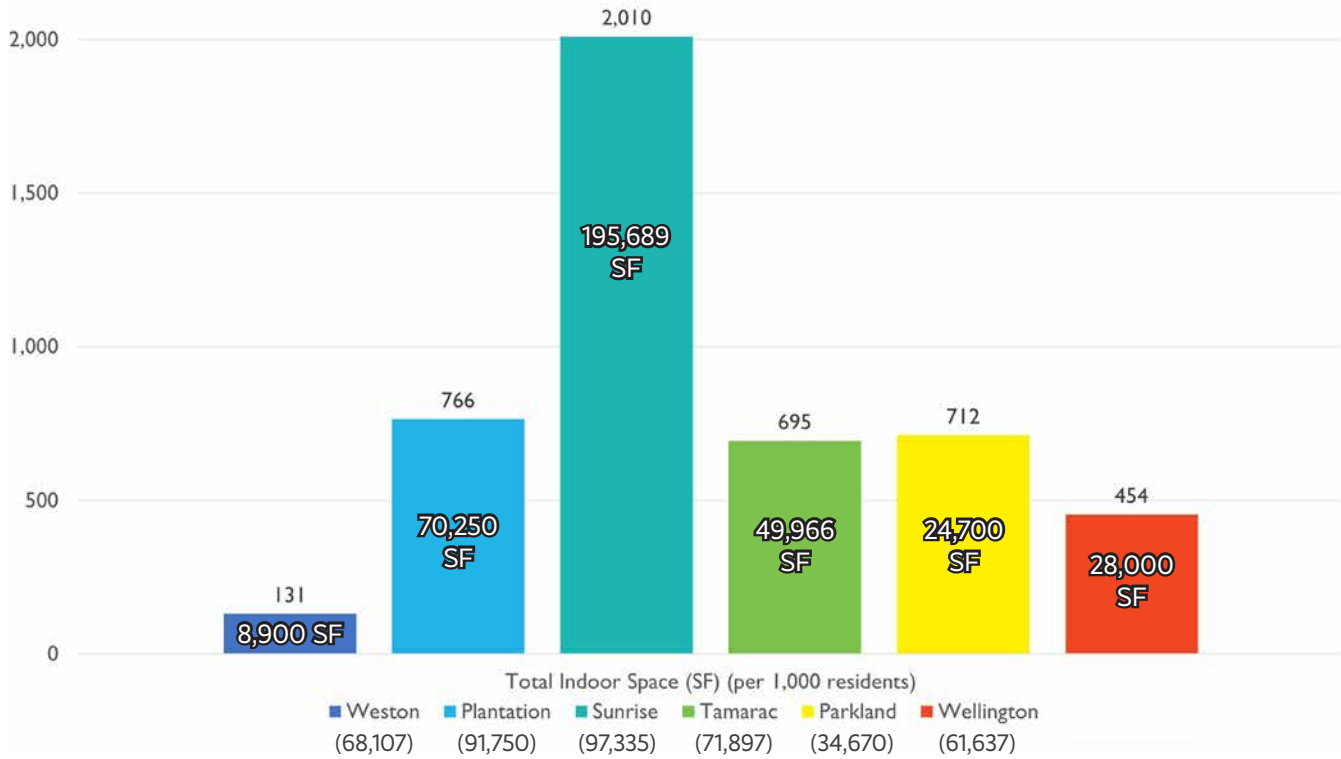


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

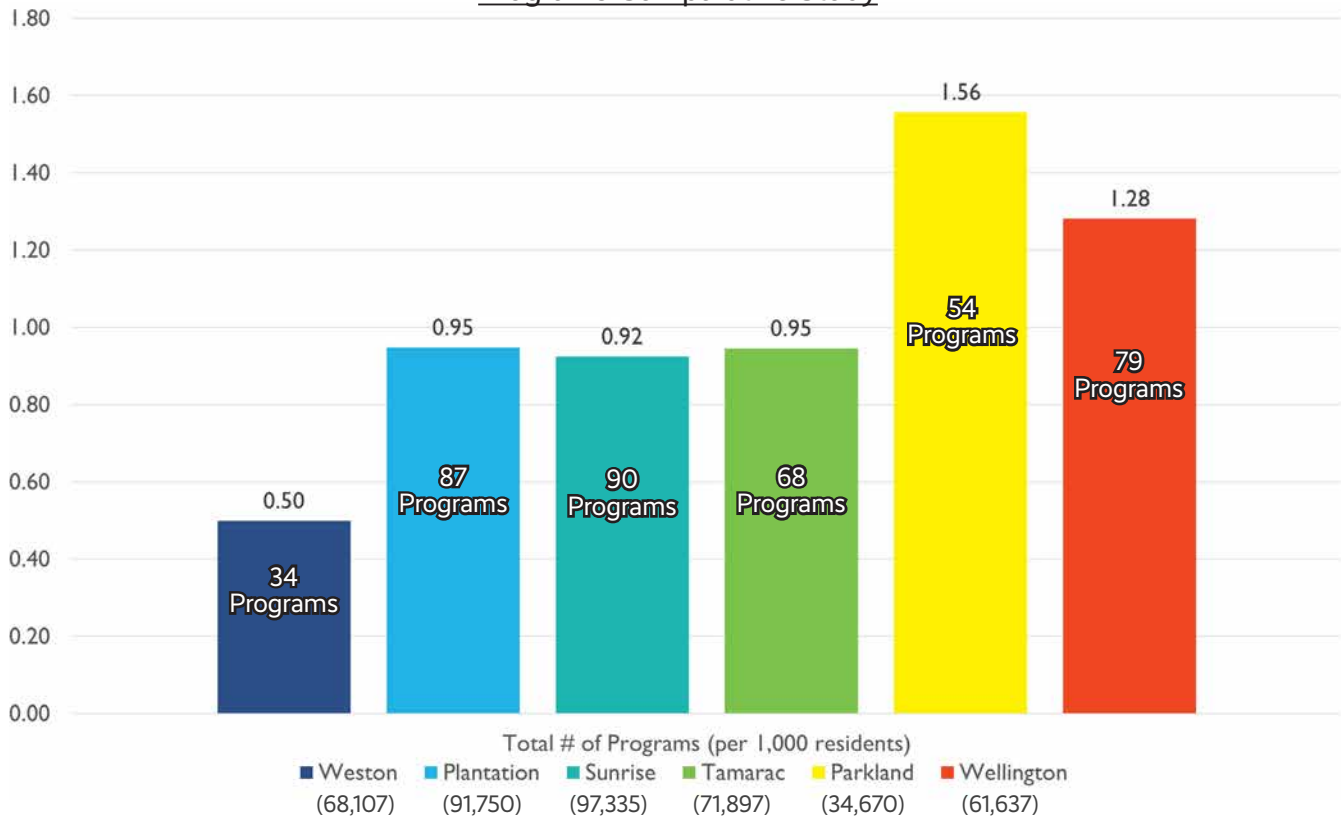


Figure 3.26: Programs Comparative Study







## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

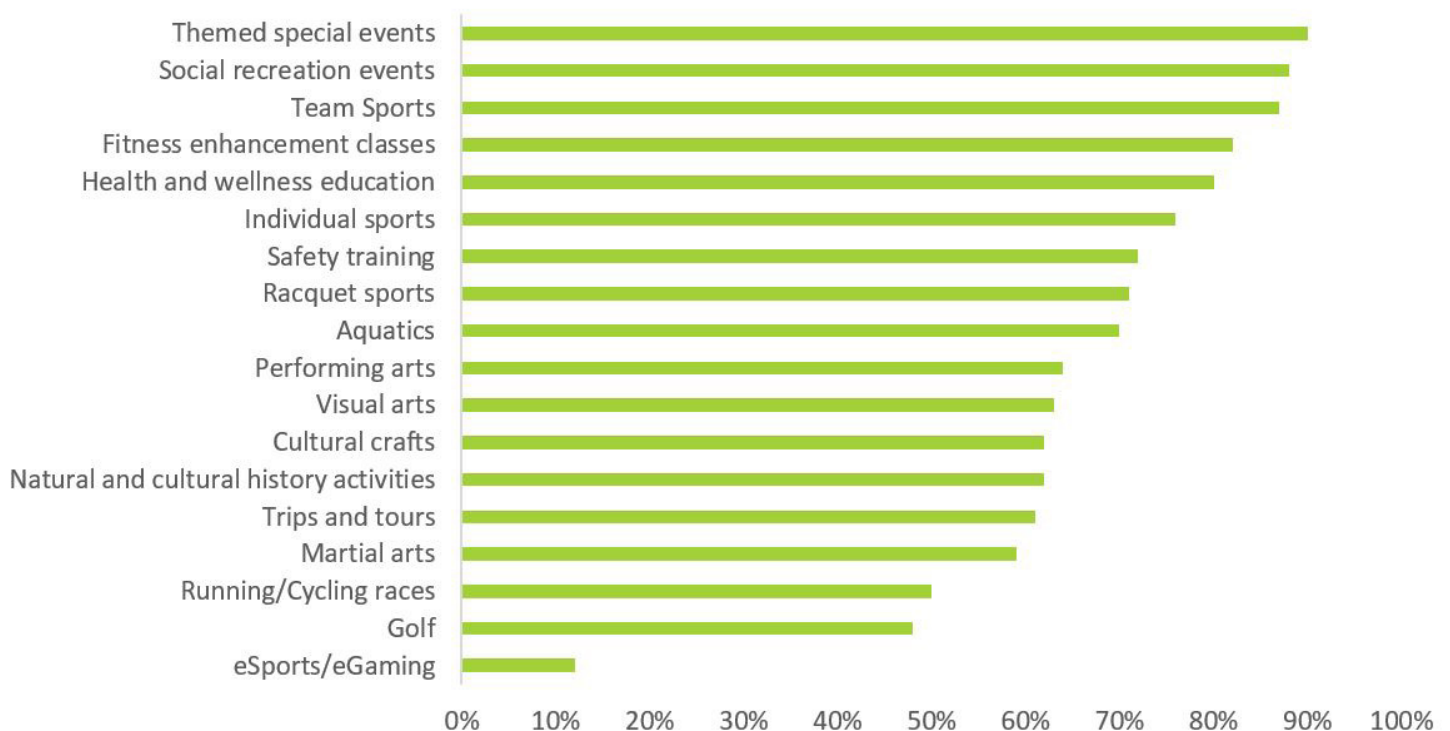


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
	Desired Programs/Activities	Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

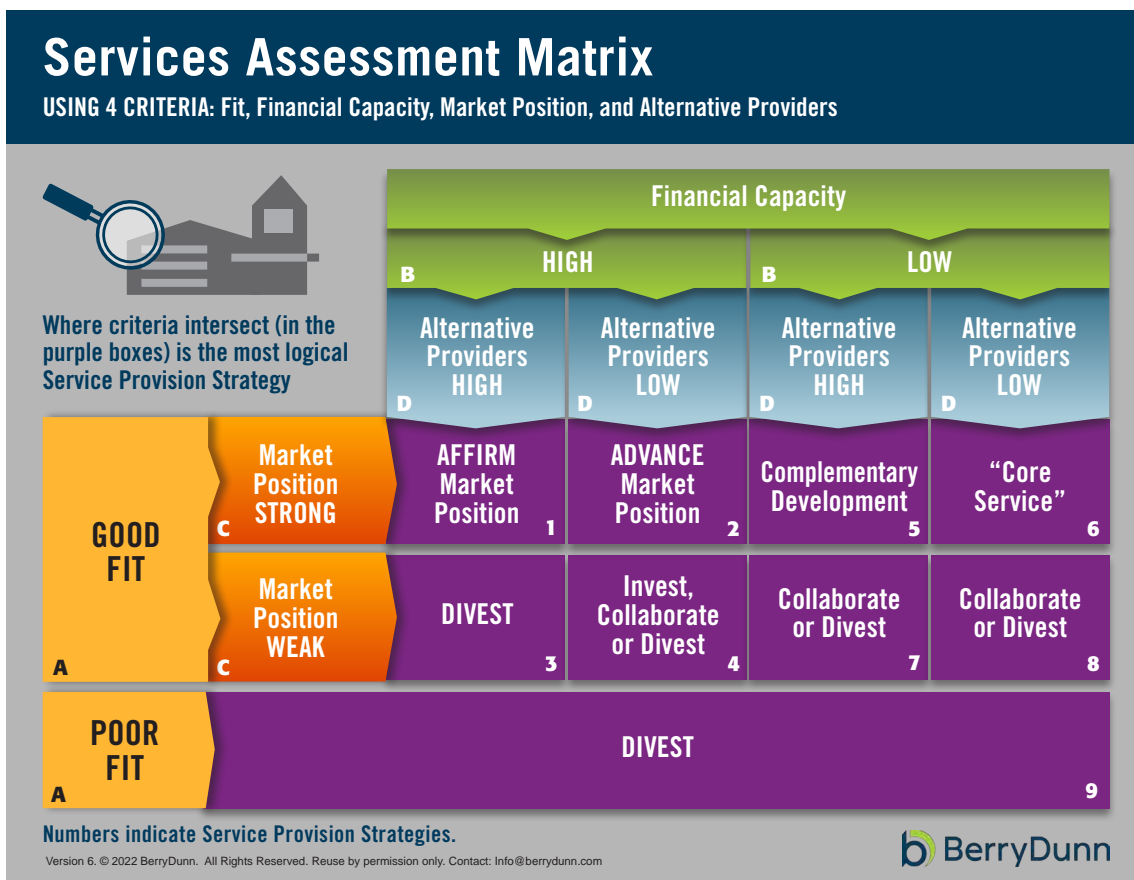


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT





## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used





parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS







## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

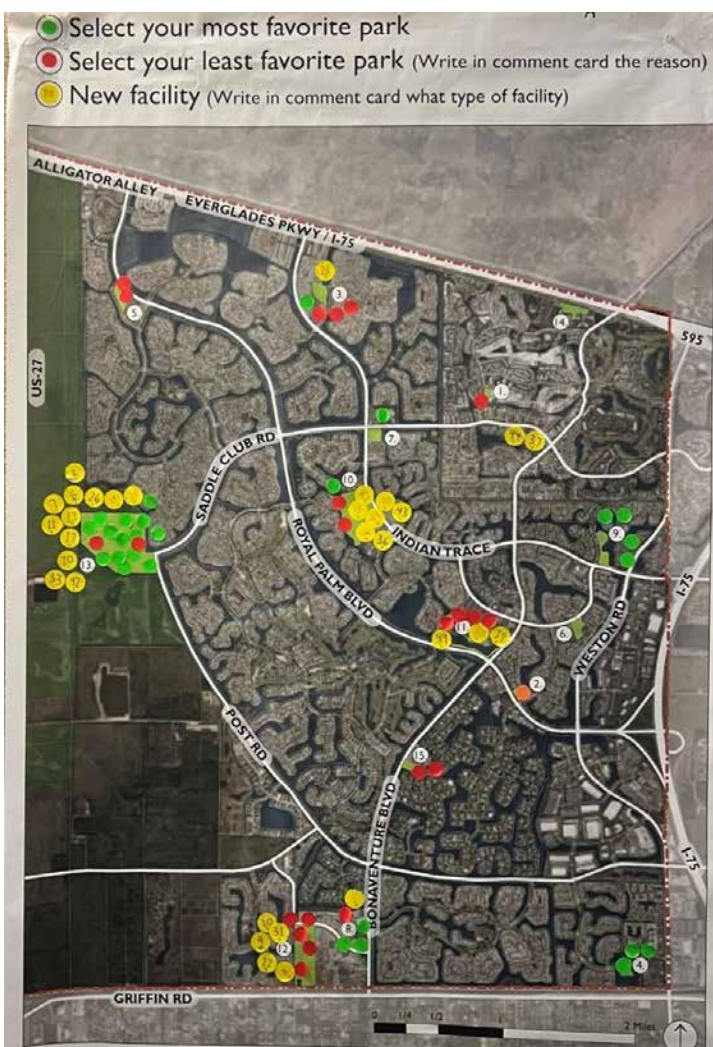


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

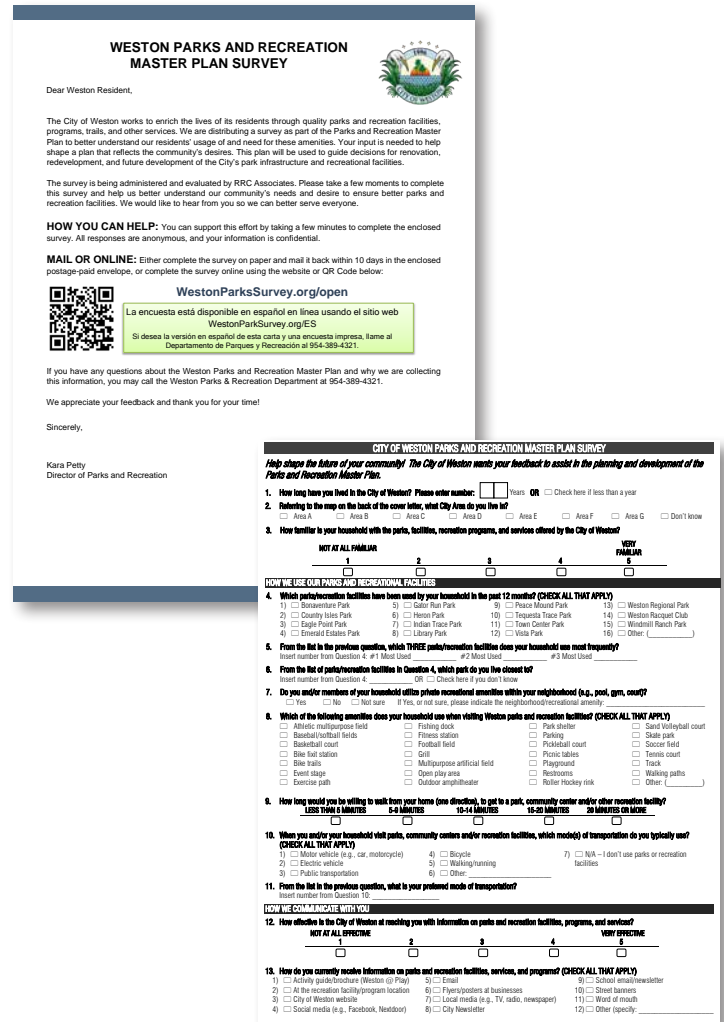


Figure 4.11: Survey Cover Letter and Survey Sample.

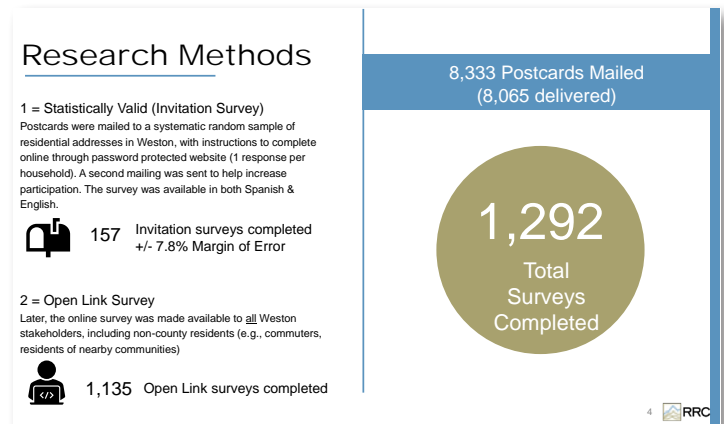
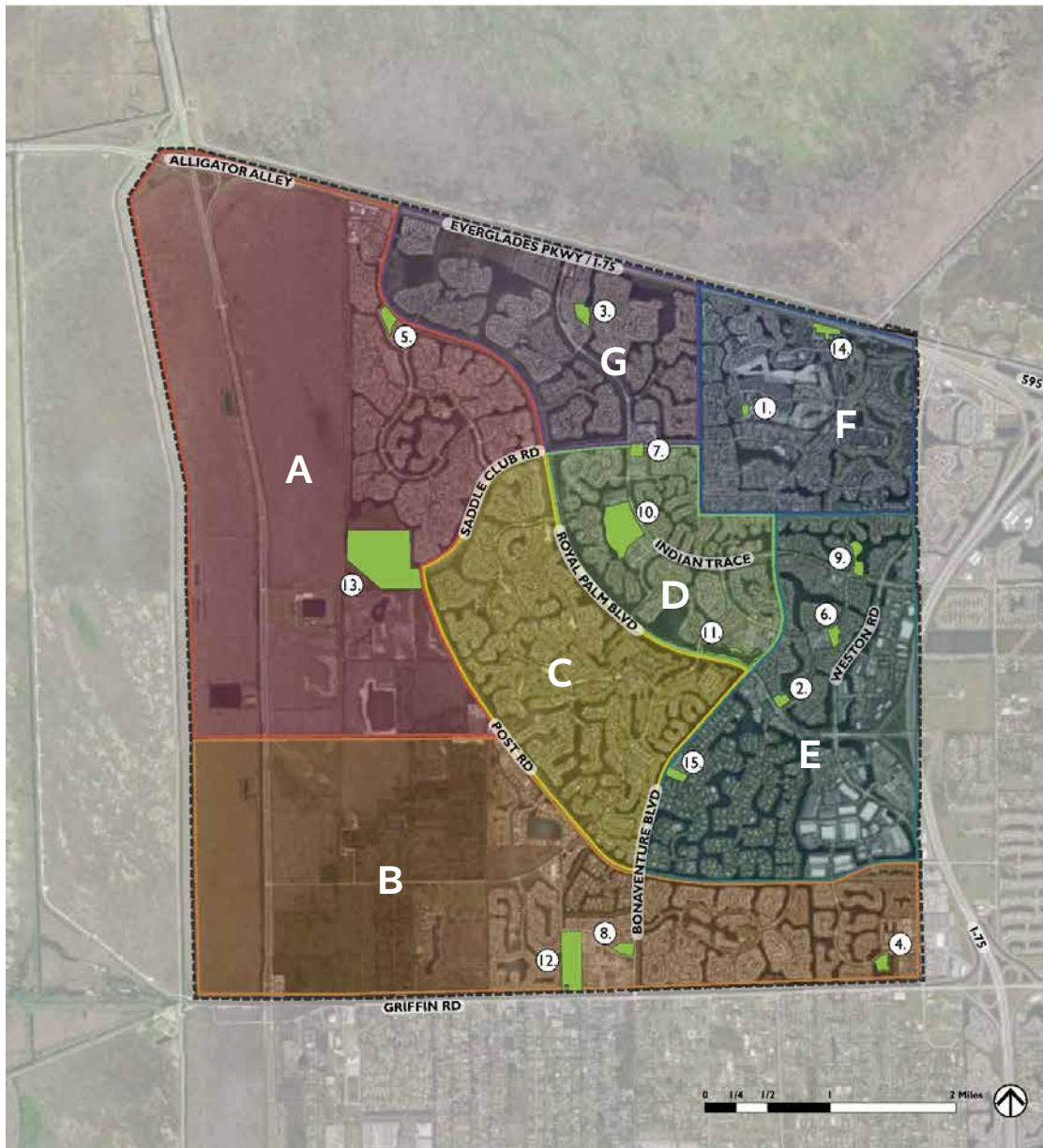


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #e31a1c; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #80cbc4; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #5dade2; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #fff176; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9c27b0; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.







Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

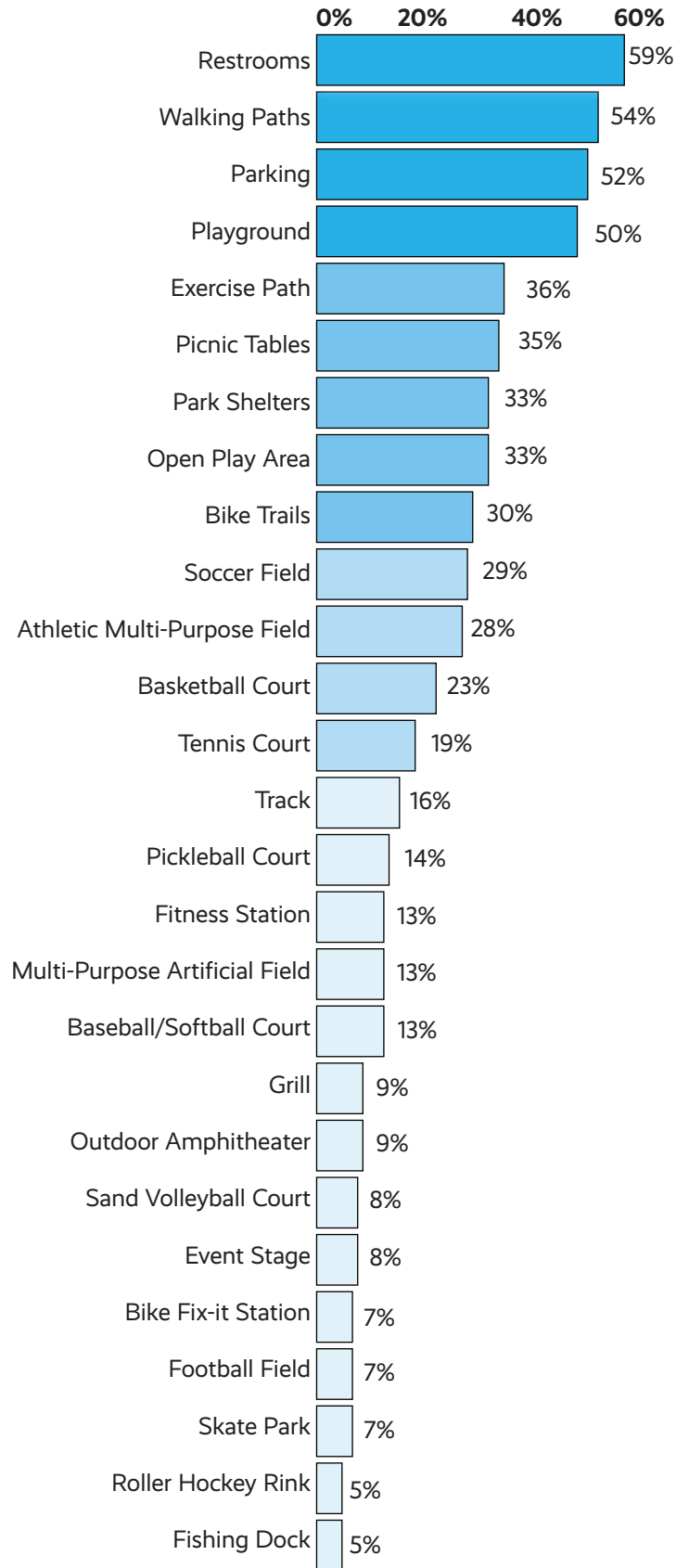


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

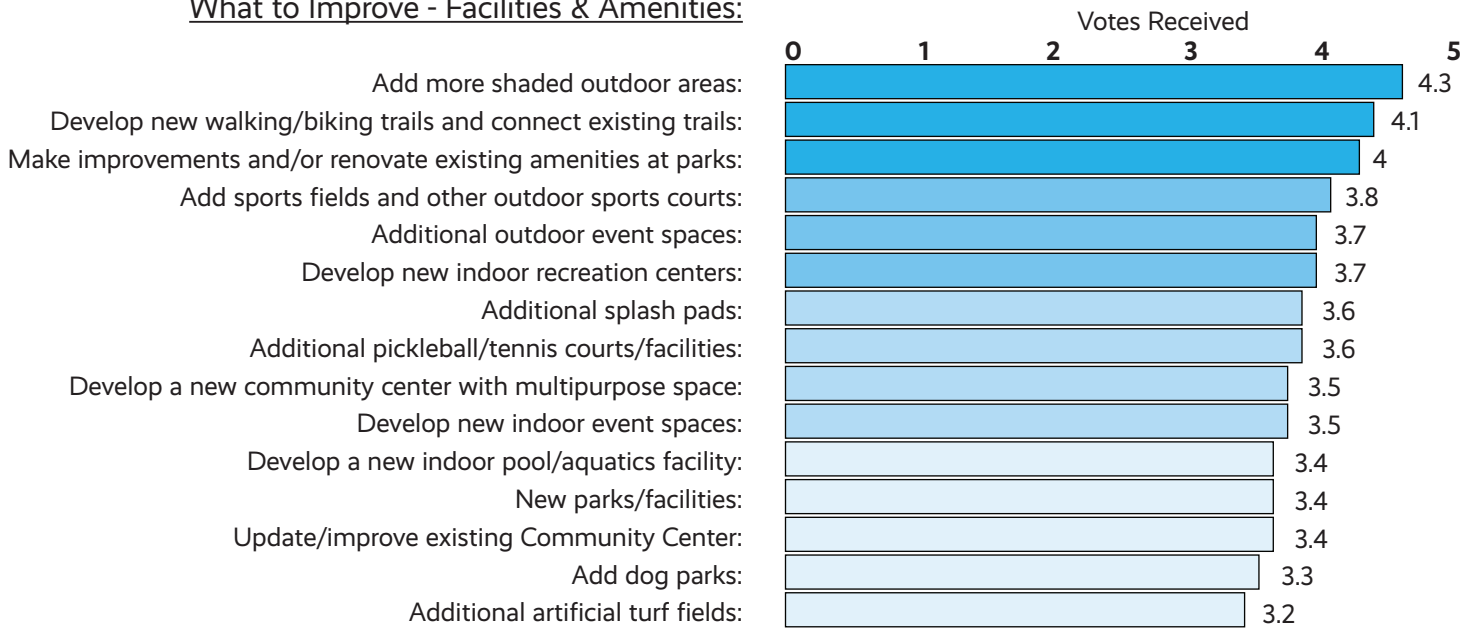


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

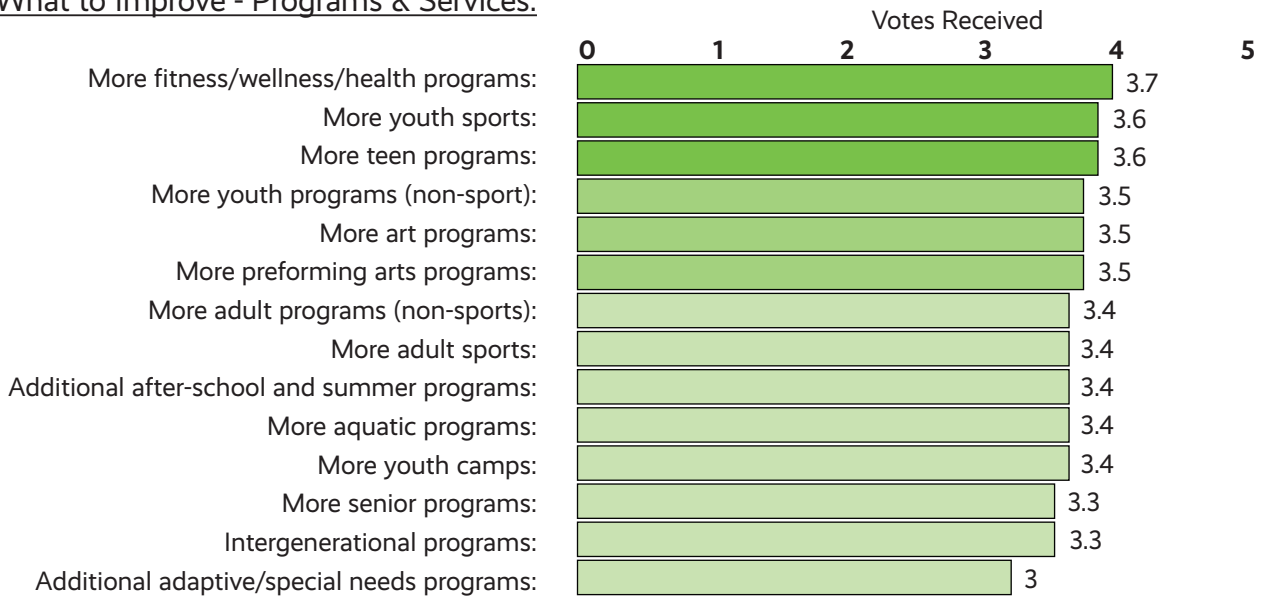


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

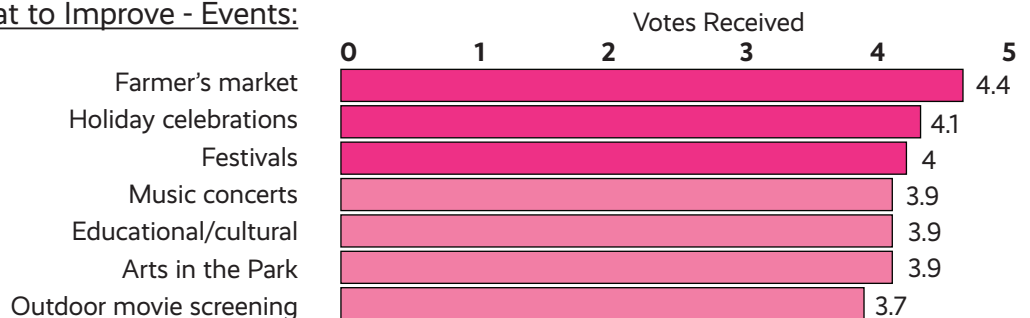


Figure 4.17: What to Improve - Events Graph.







## What to Improve - Facilities & Amenities:

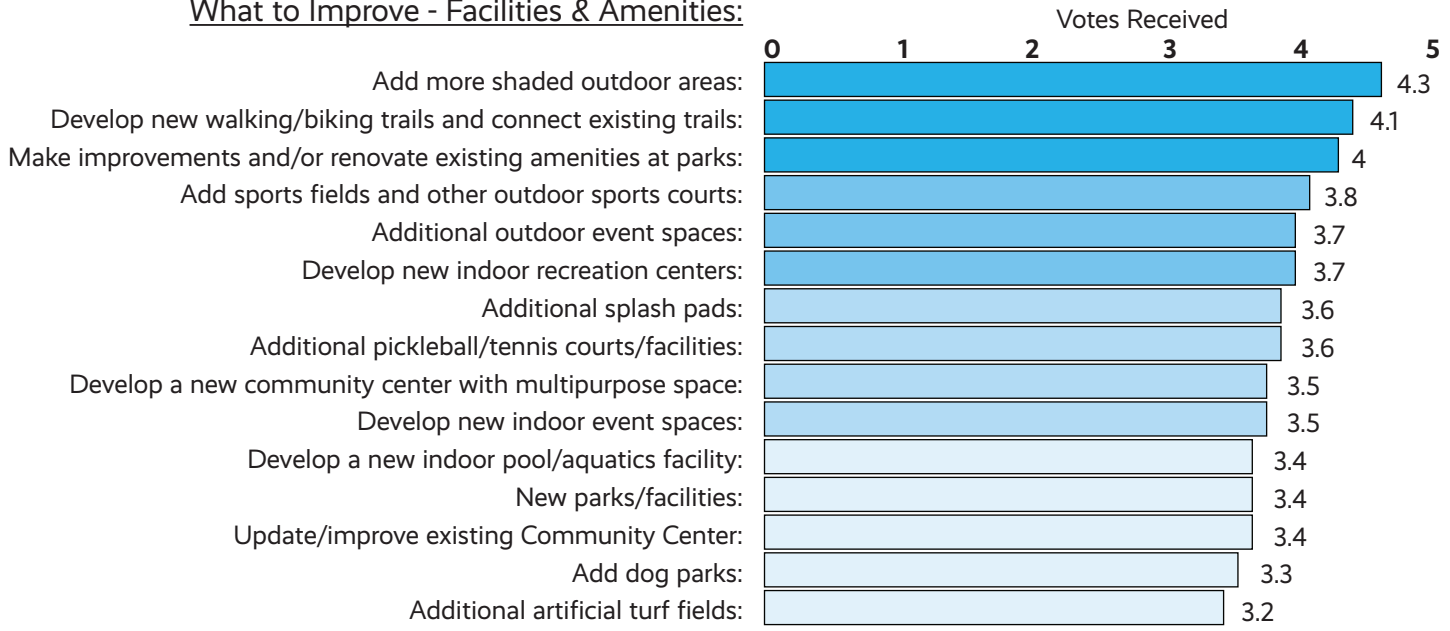


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

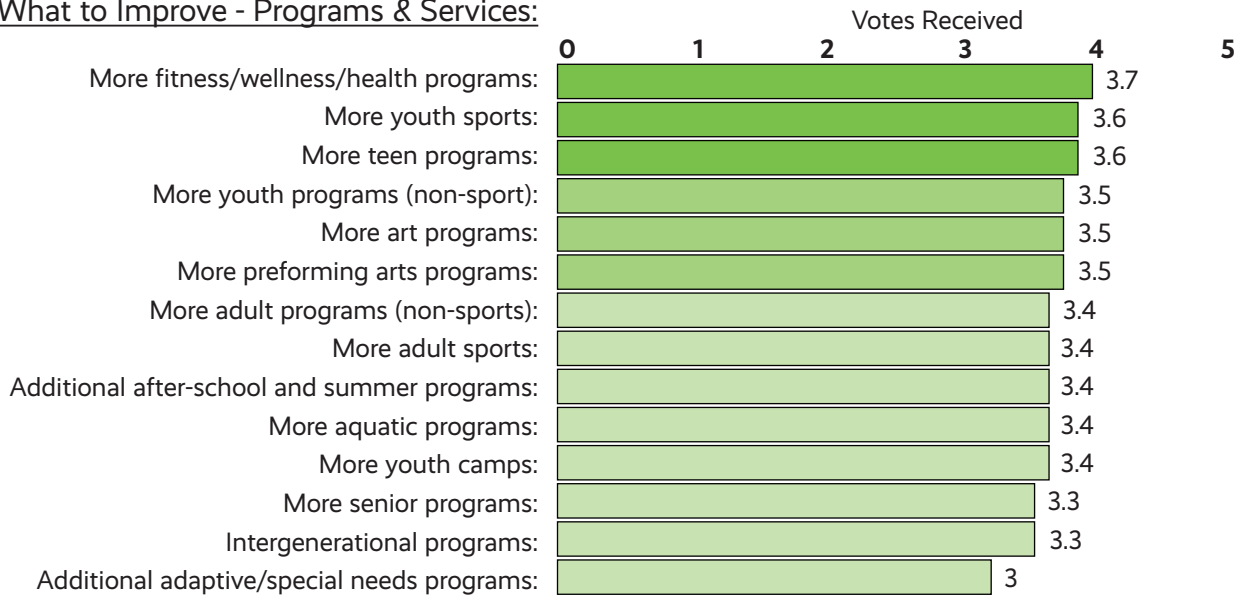


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

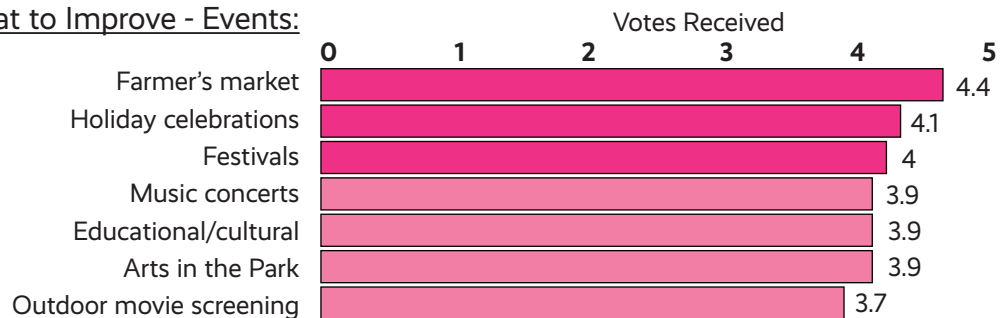


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking





**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.





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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

  
purpose is people

Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



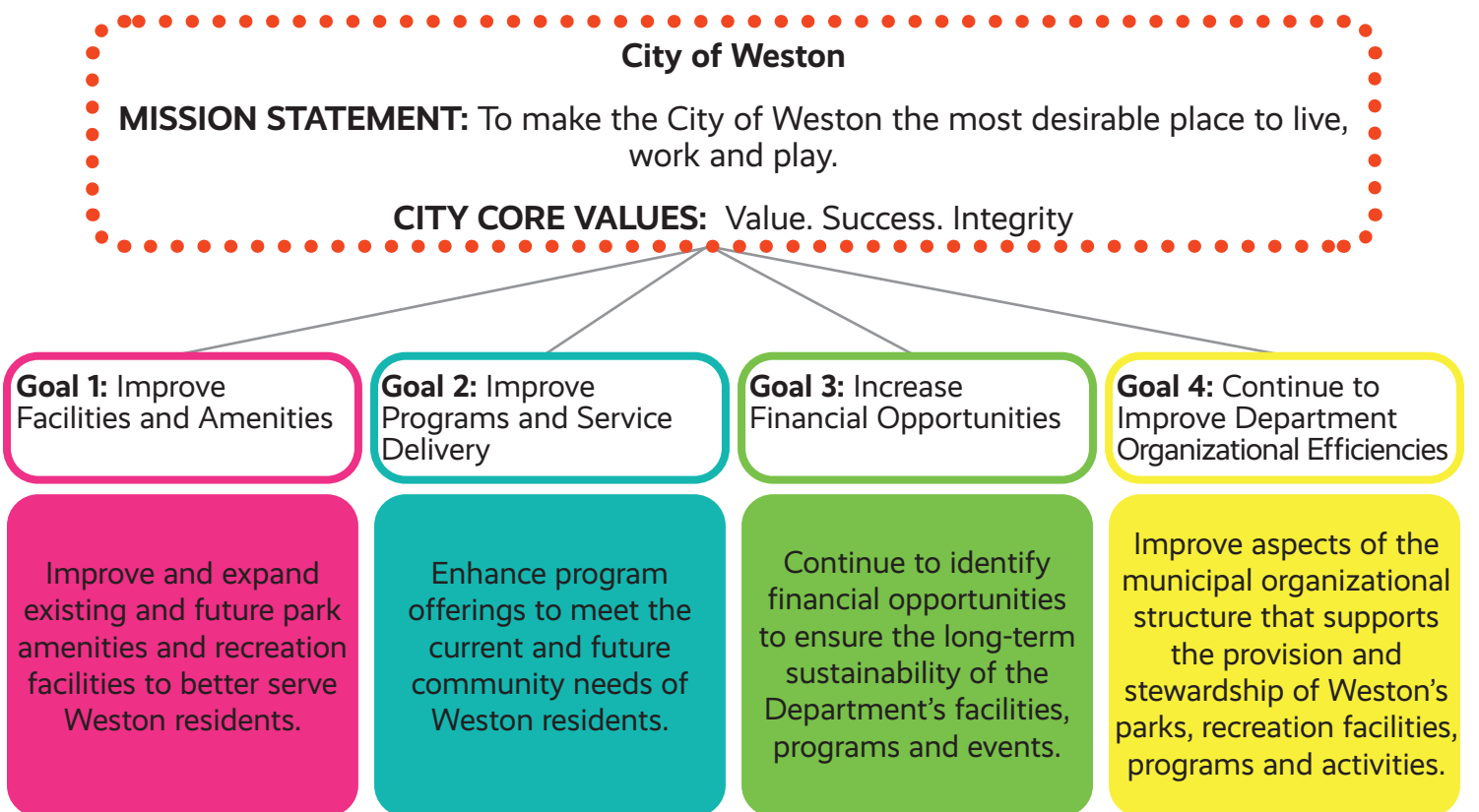
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

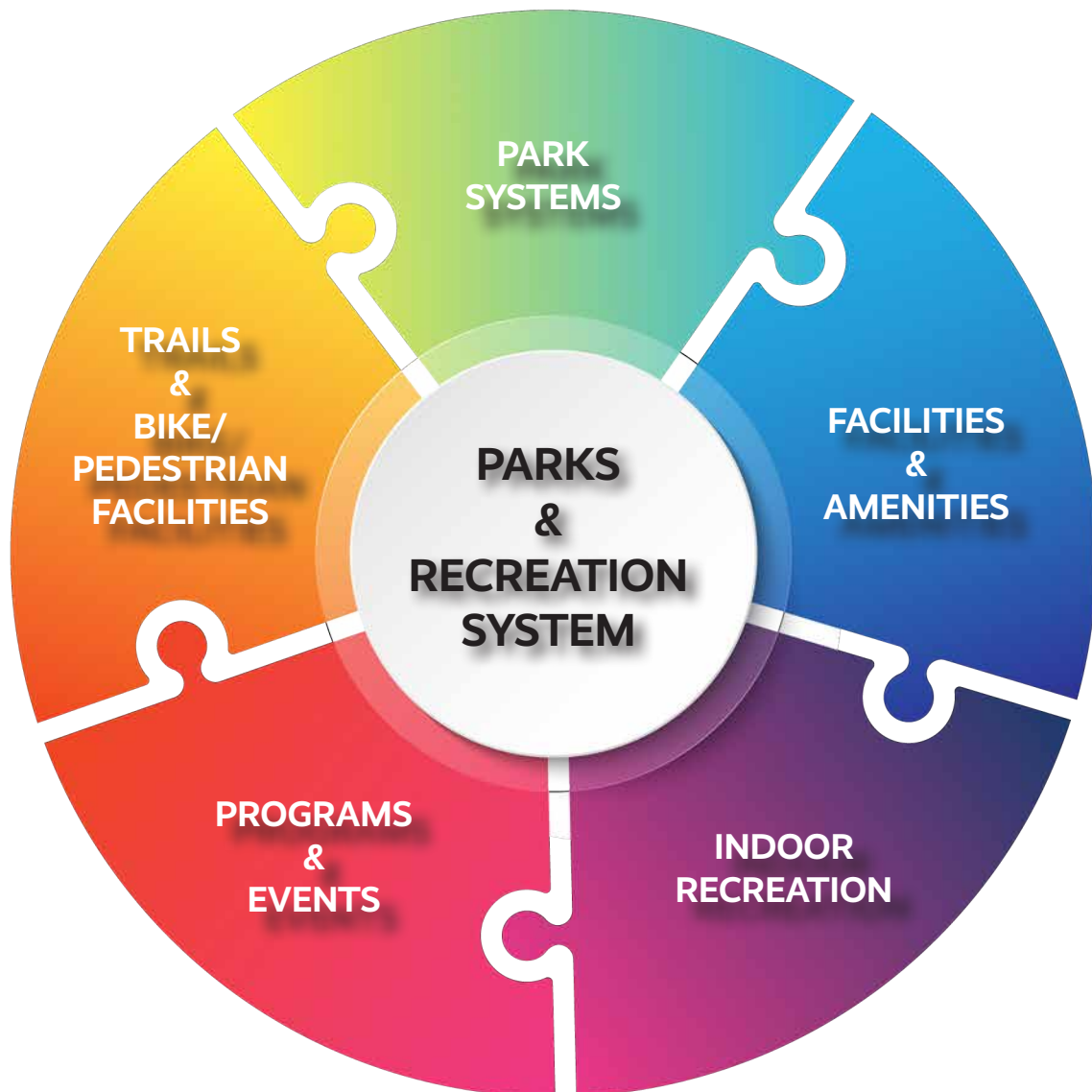


Figure 5.1: Parks & Recreation System - Vision Subsystems.





Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.







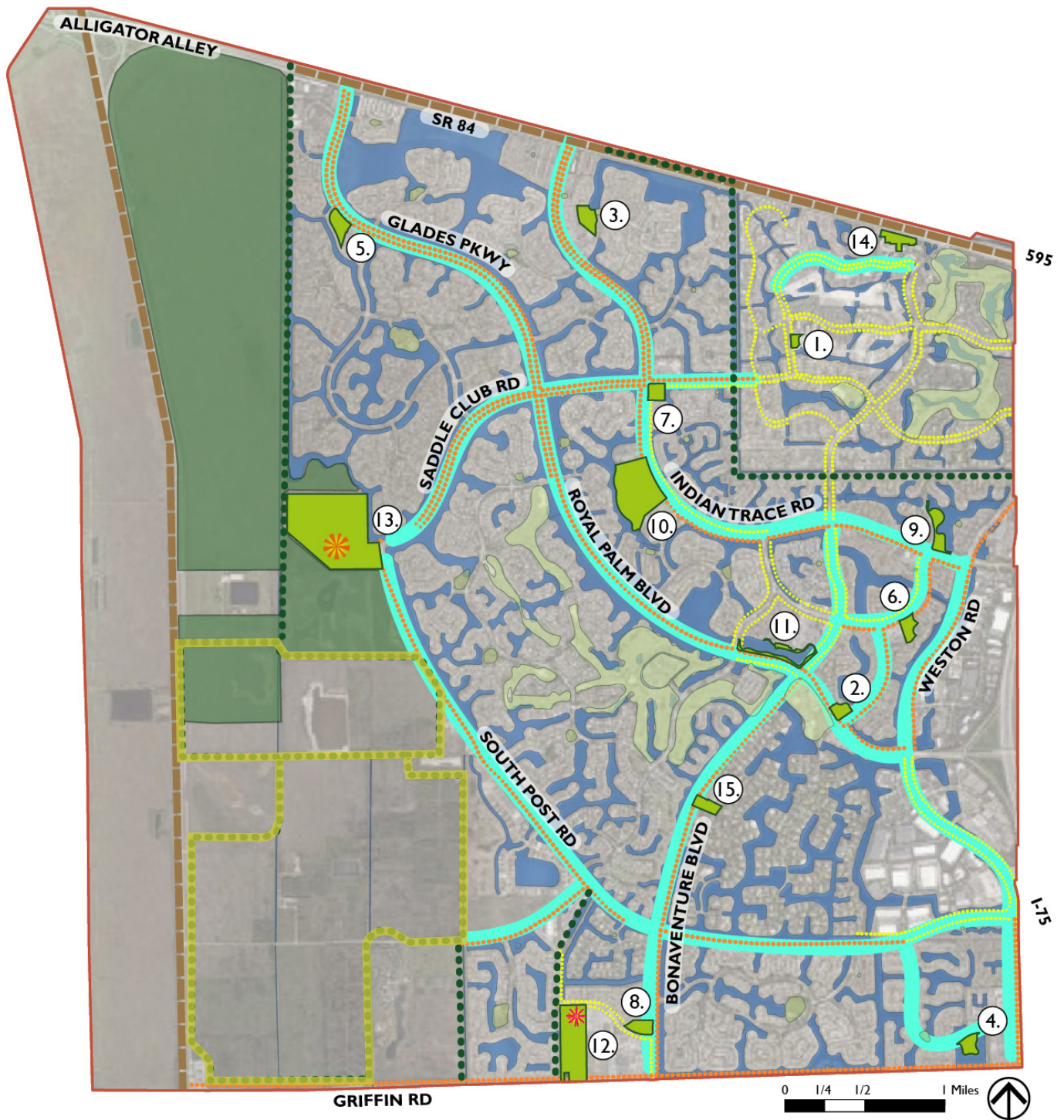
<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<ul style="list-style-type: none"> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 335 days of use</li> </ul>		
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN







### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.





## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities: \$22,614,900 \$30,583,800 \$8,706,500 \$61,905,200</b>				







<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.







### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- Access to additional funding: Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- Encourages innovation and creativity: Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- Supports community involvement: Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- Promotes sustainability: Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- Boosts local economy: Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios







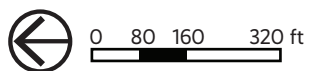
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

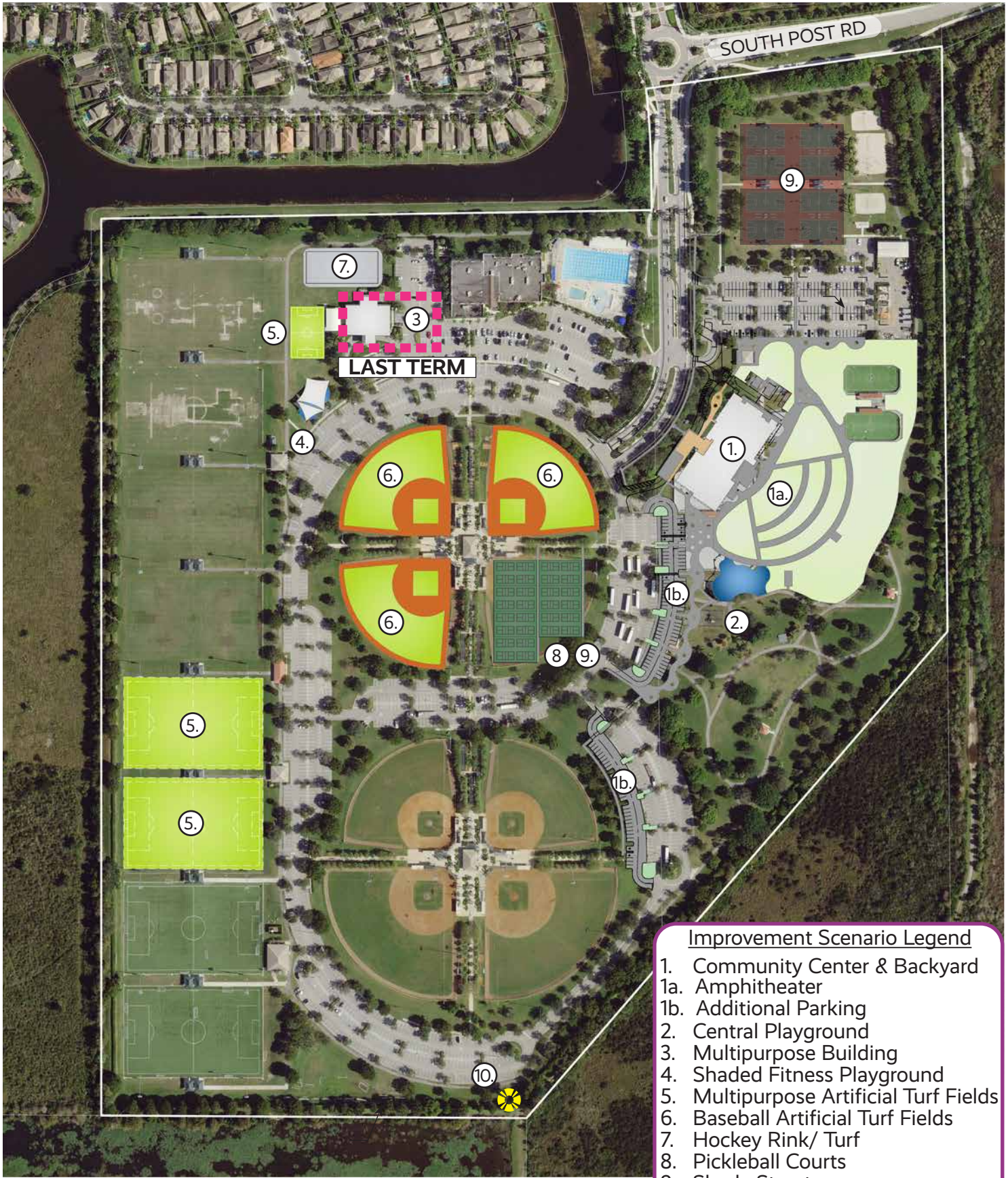
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



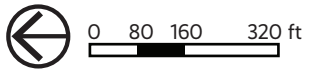




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

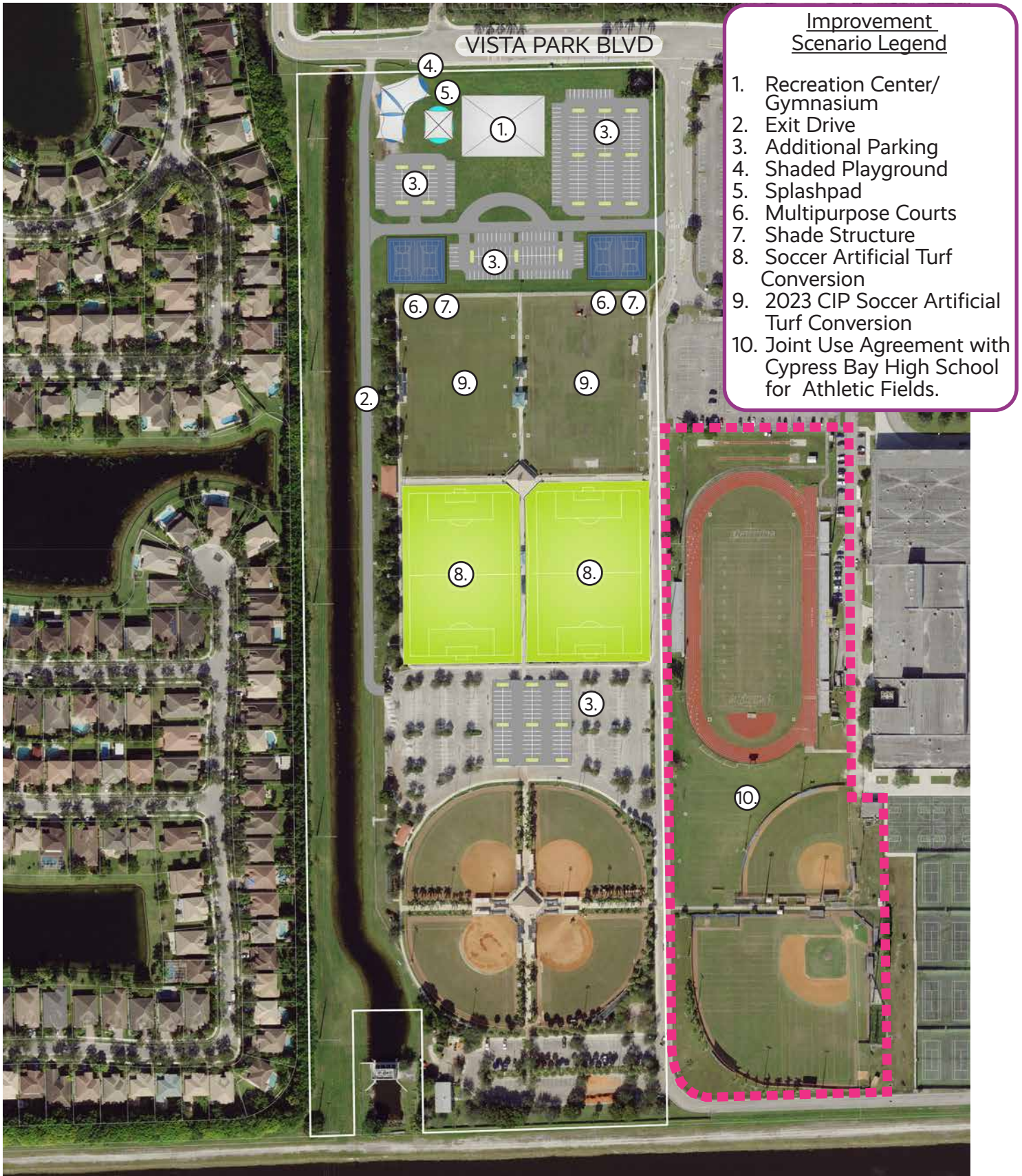
Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario







Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

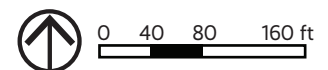
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





### Eagle Point Park Improvement Scenario







<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.



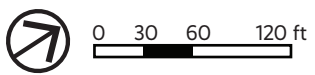




# Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
1. Playground Upgrade
  2. Shaded Fitness Area
  3. Restroom
  4. Paver Parking
  5. Paths
  6. Open Play Field
  7. Multipurpose Court
  8. Pickleball Court





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



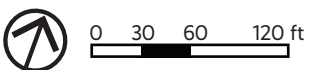


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

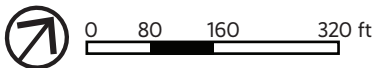
Table AP.7: Heron Park Improvement Scenario Cost.



## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk







<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

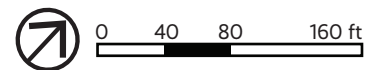
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario







<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

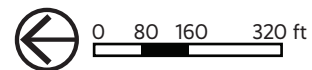
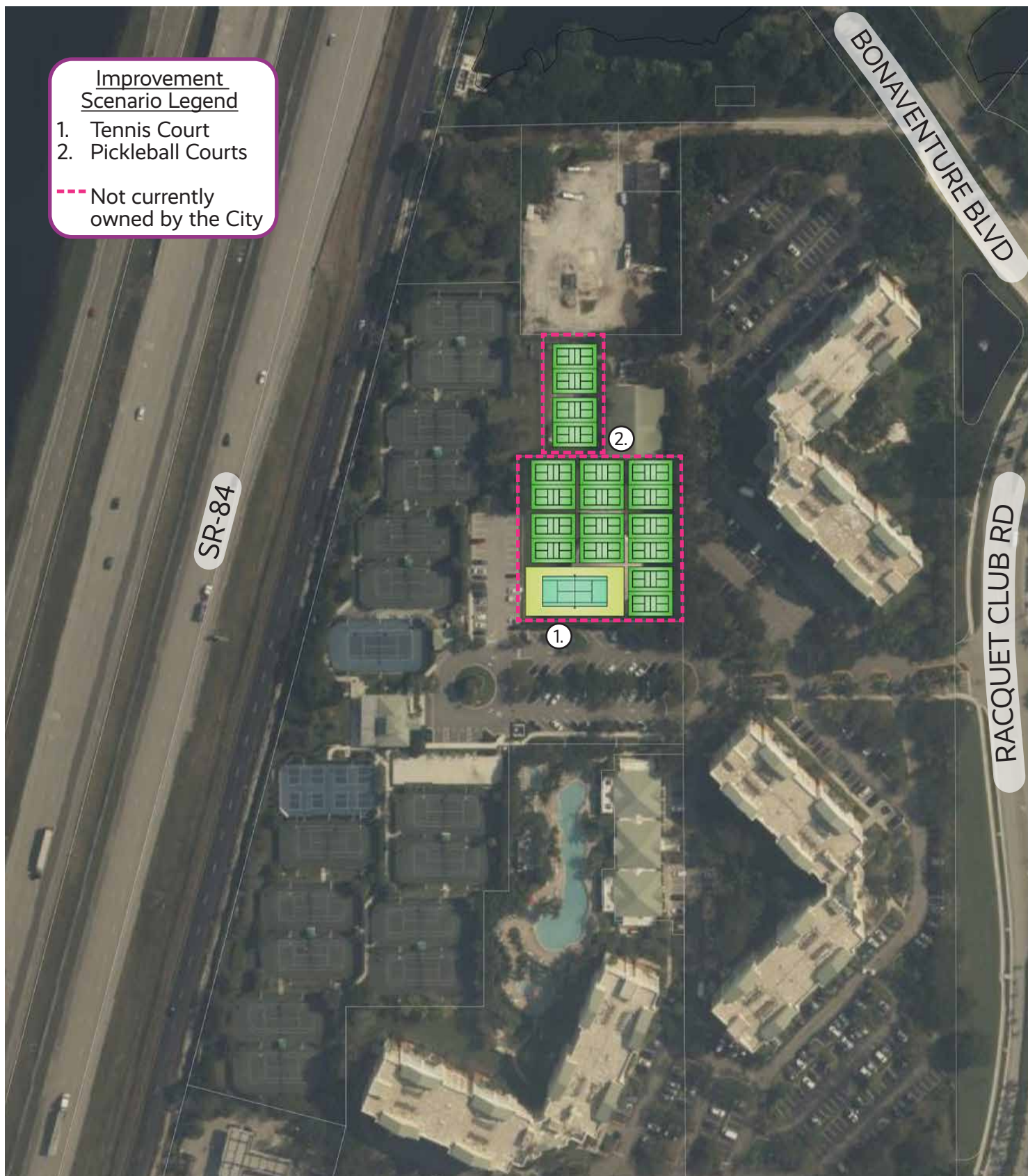
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.10: Gator Run Park Improvement Scenario Cost.





# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.







## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.





Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general







contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

#### Department of Business & Professional Regulation:

The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00







Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00



Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





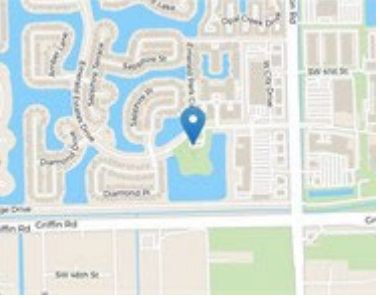

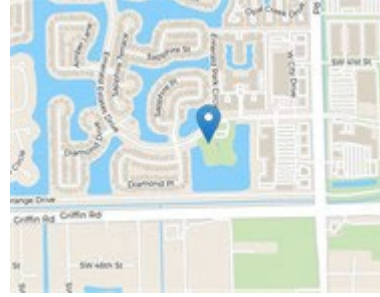

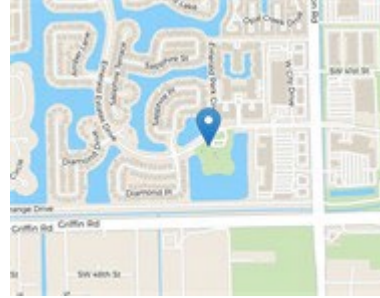



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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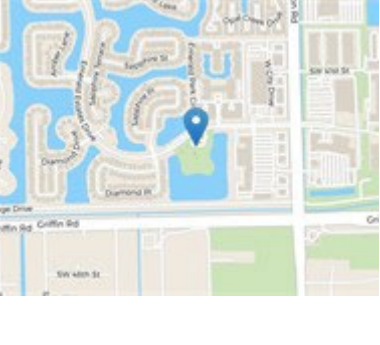

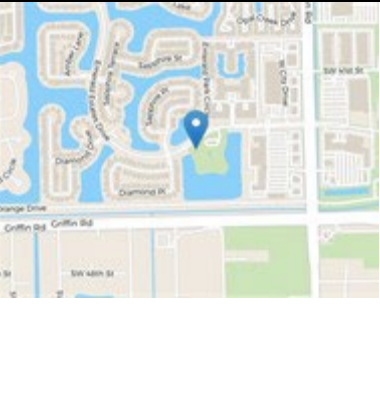

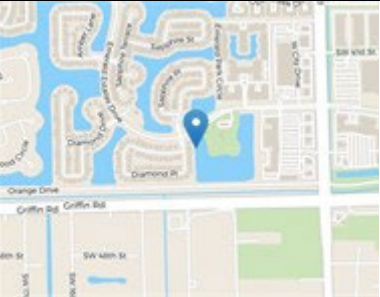



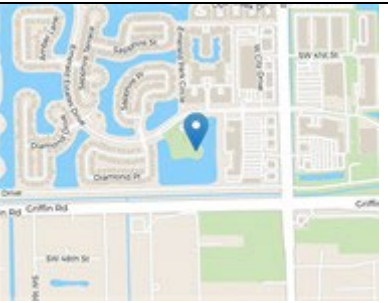

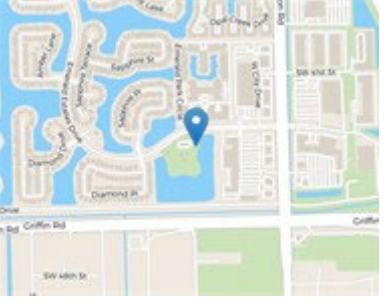

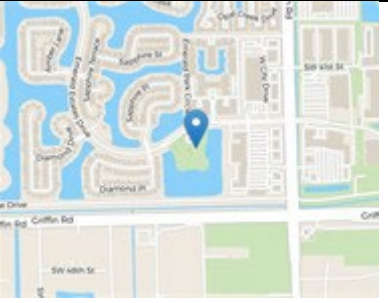

# ADA FIELD EVALUATION

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

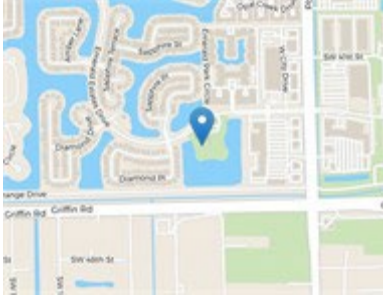

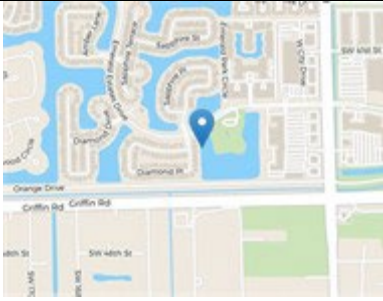

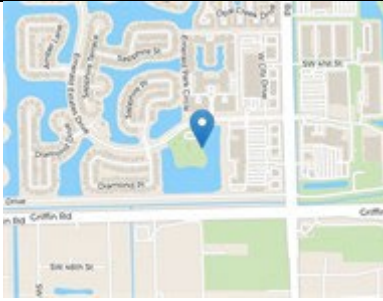

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			







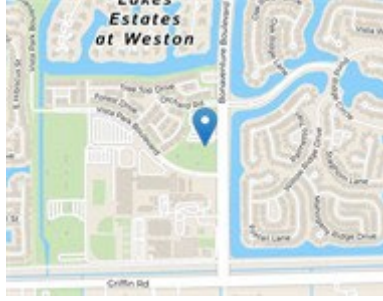

<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



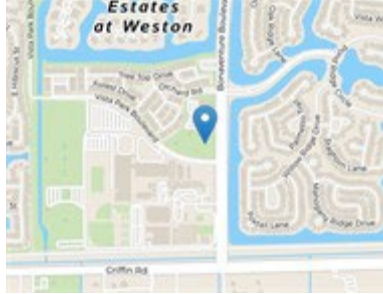





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			






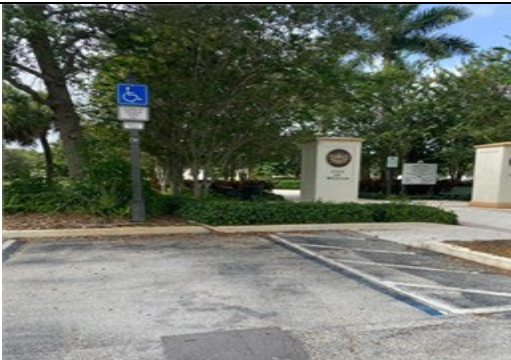

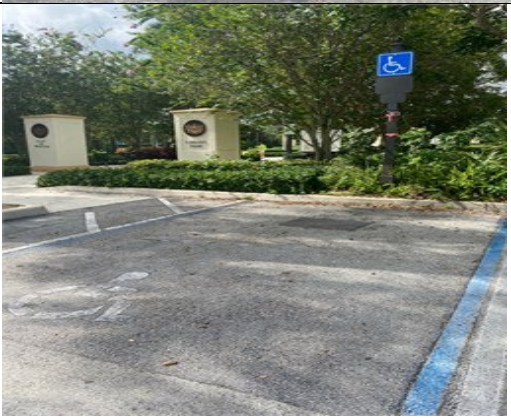
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	

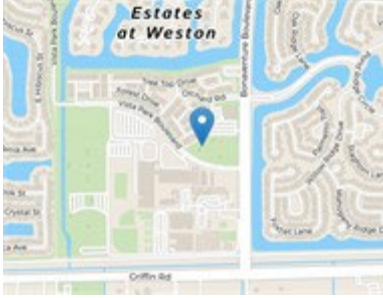




<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	








<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





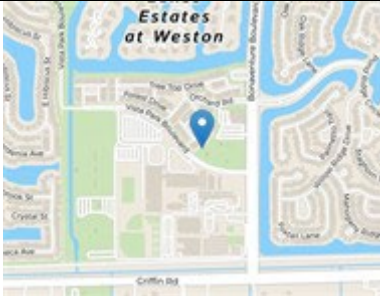

<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



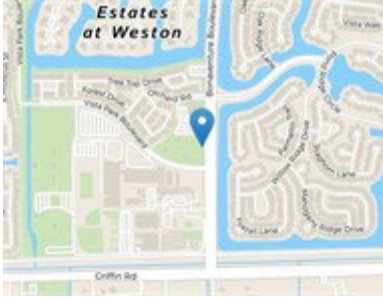





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

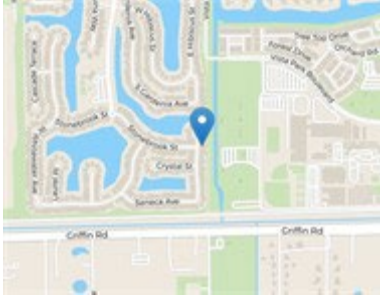

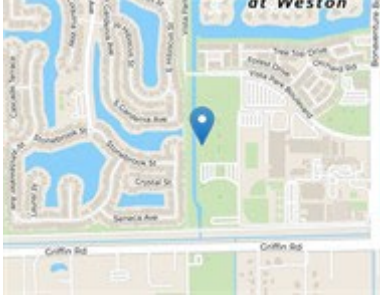

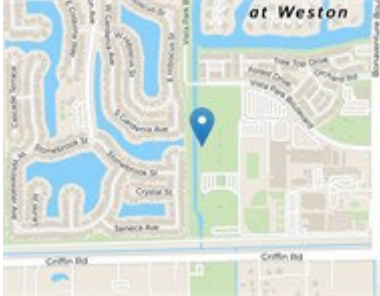

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	








<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

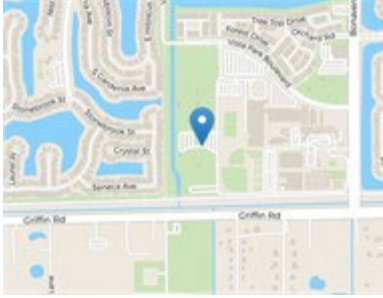

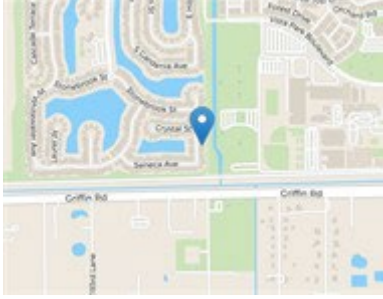


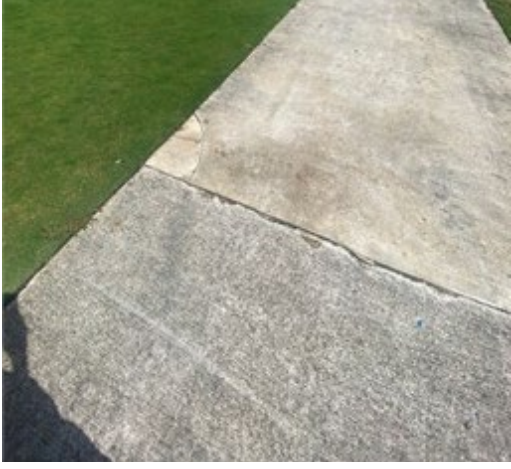
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





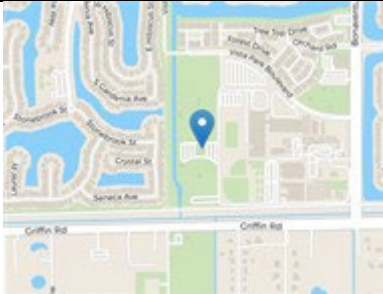

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







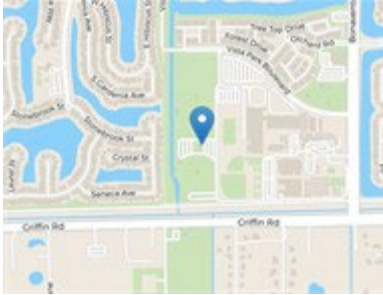

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





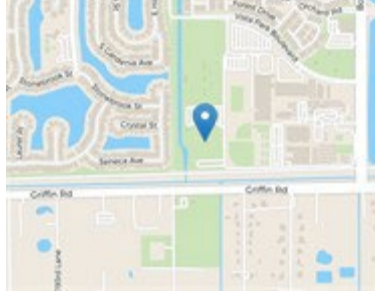



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	



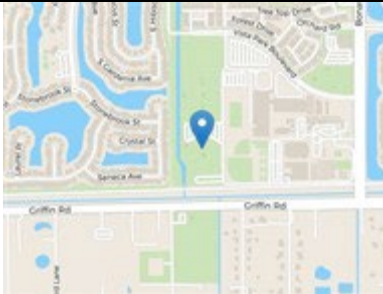


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	







<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



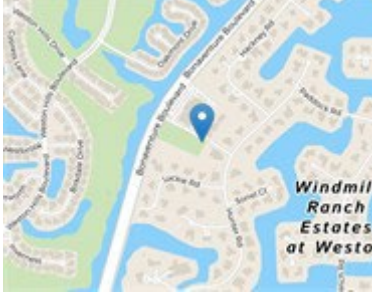









<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				







<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	



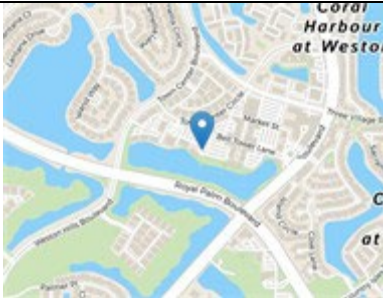

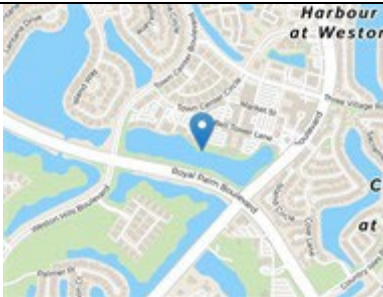

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


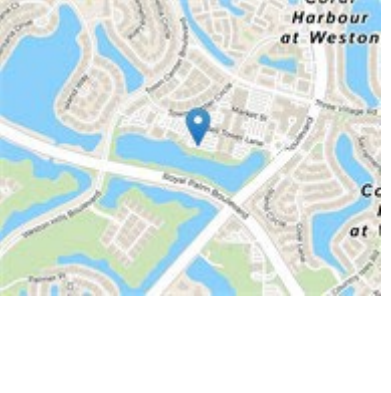

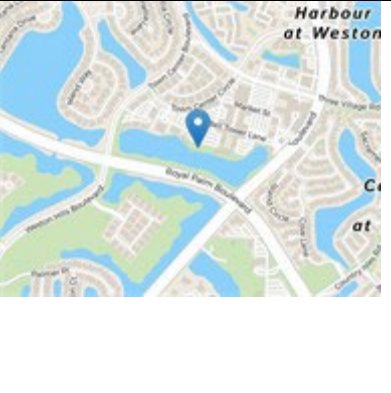

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			



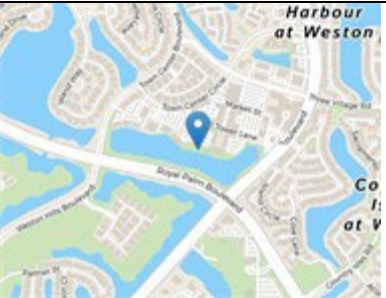

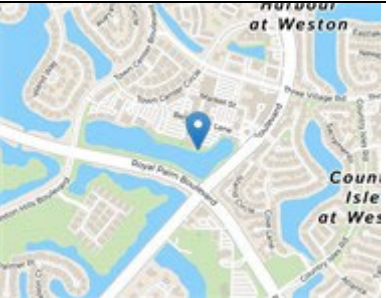

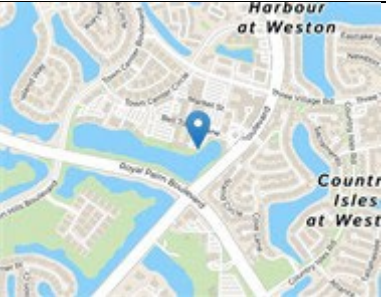

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	



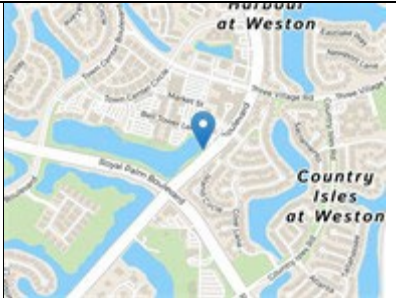



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

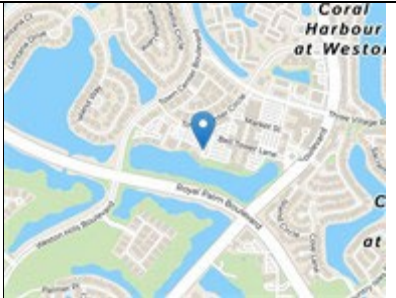

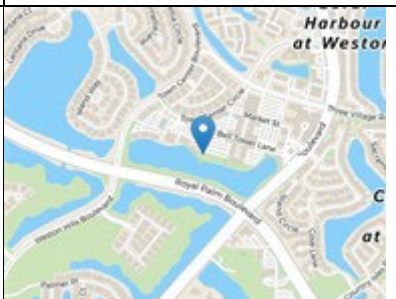

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





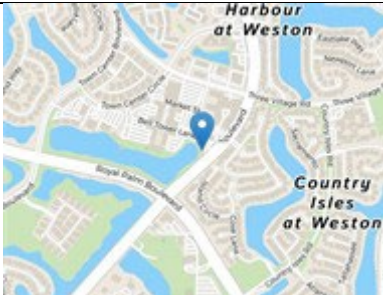

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	



<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




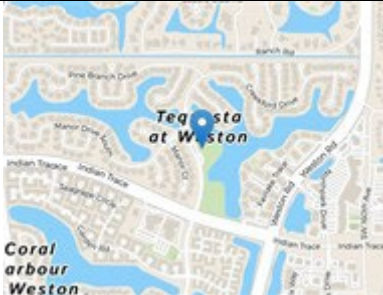
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			







<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			





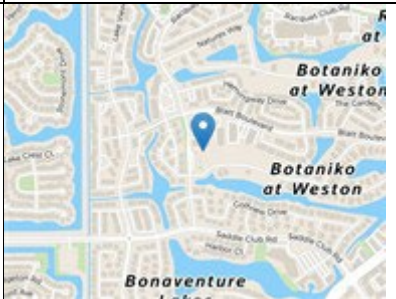



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


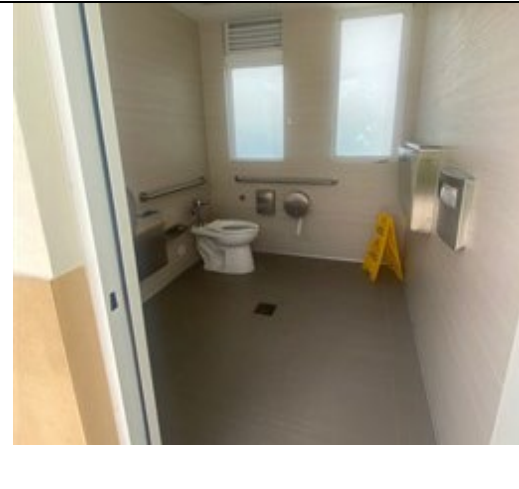




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	



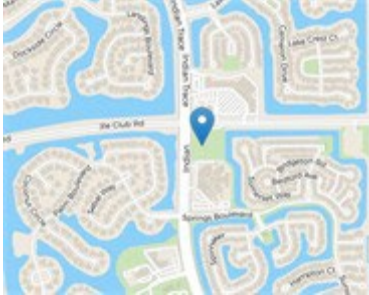



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			





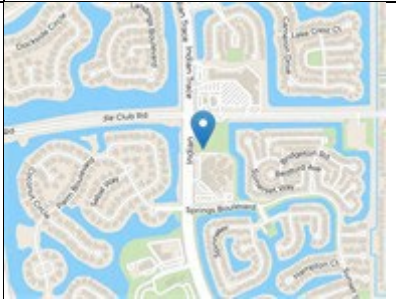

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


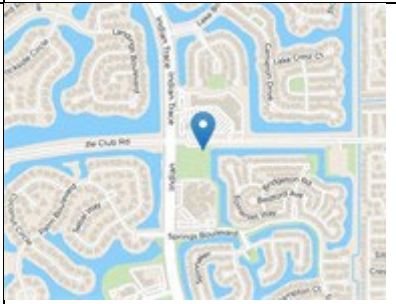


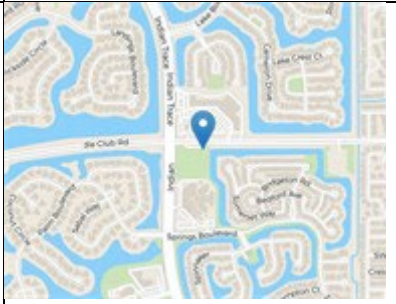

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			




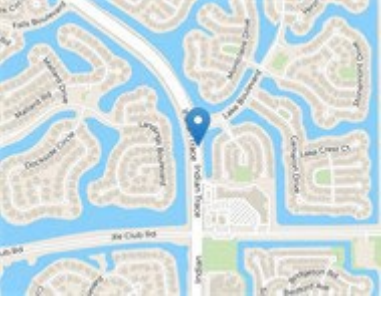

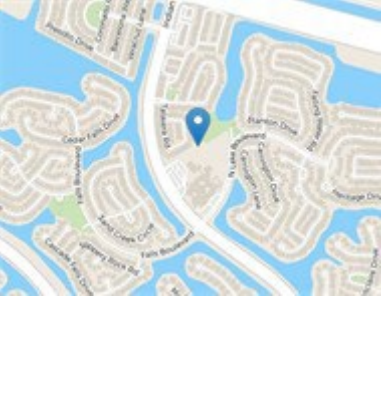

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



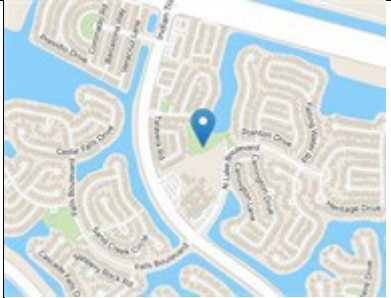

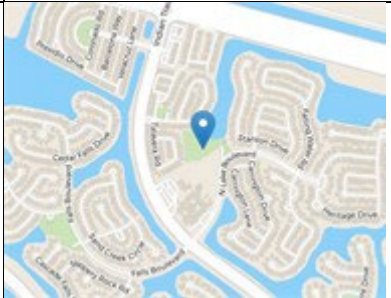

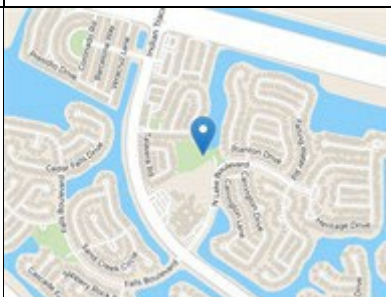

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



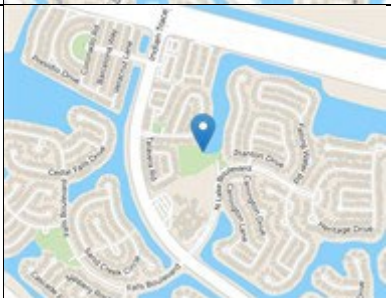


<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	



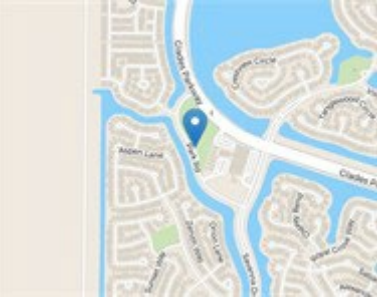

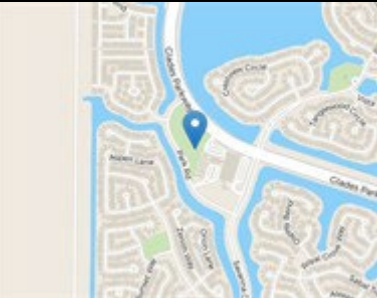

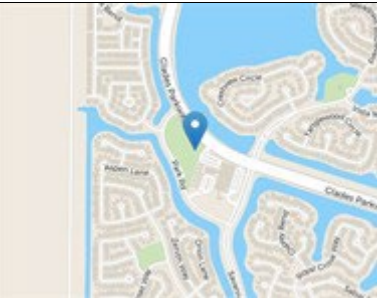

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



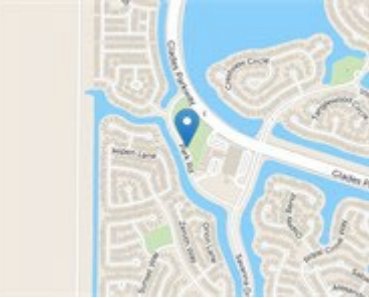

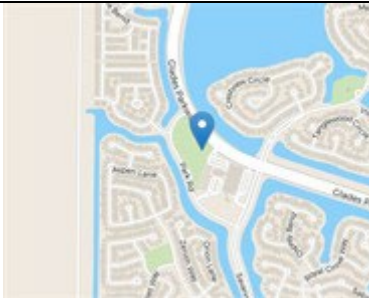


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


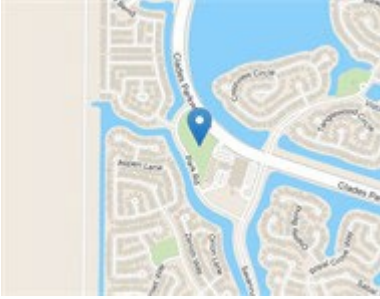

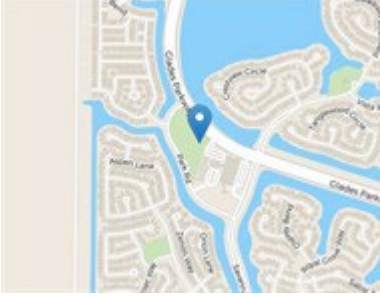

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

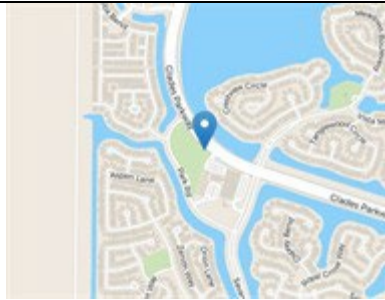

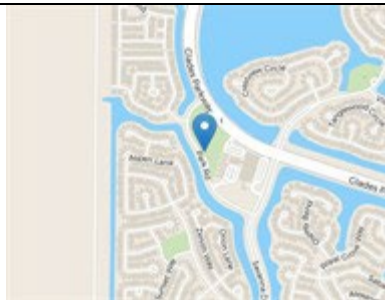
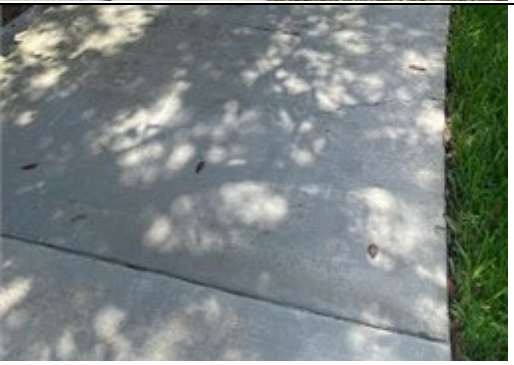
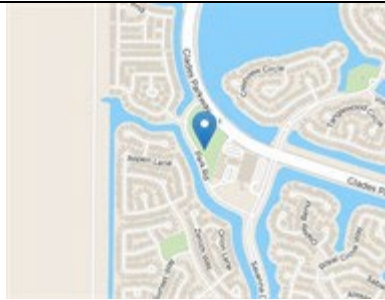



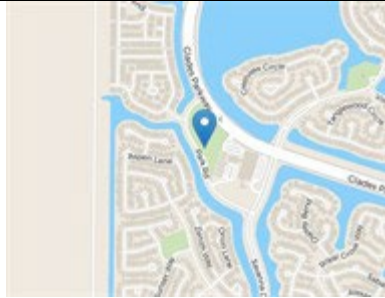

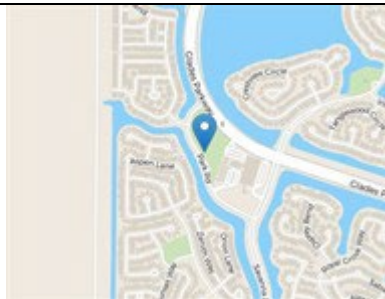

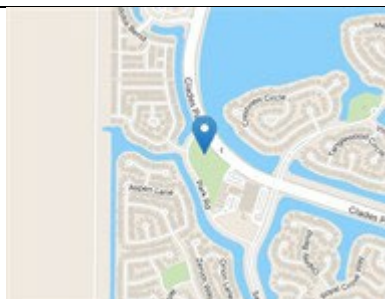
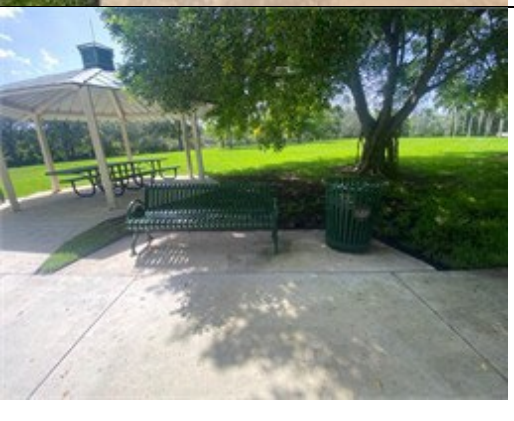
<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


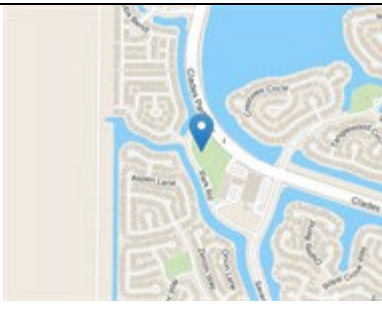
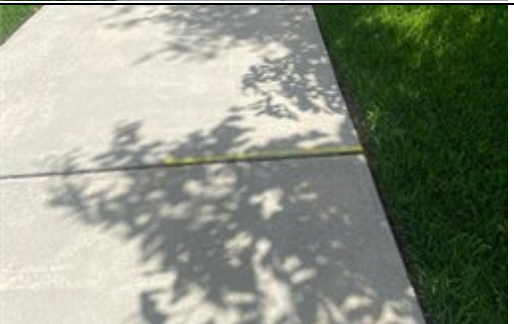
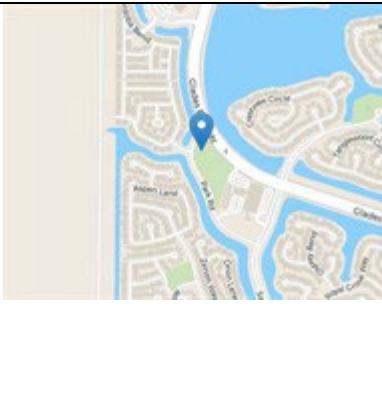

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

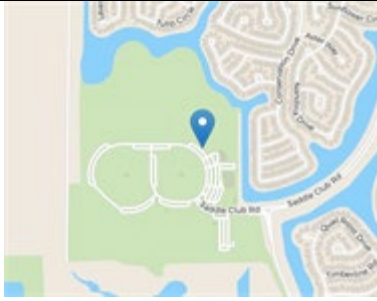

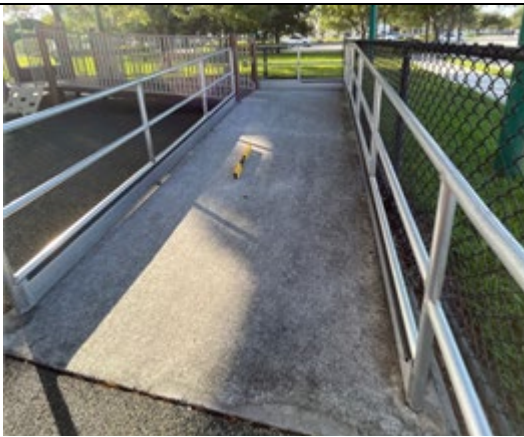



<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

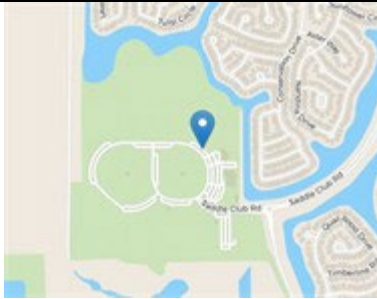

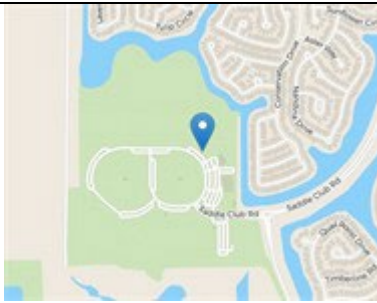

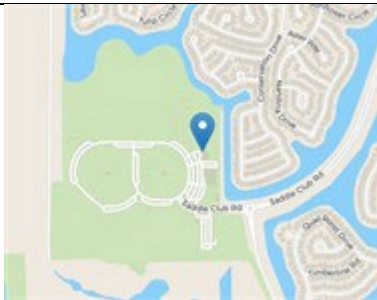

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



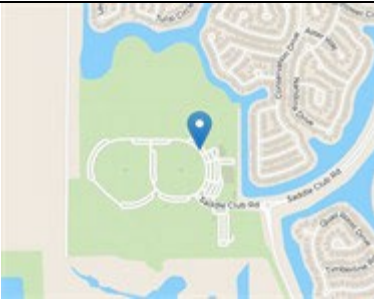

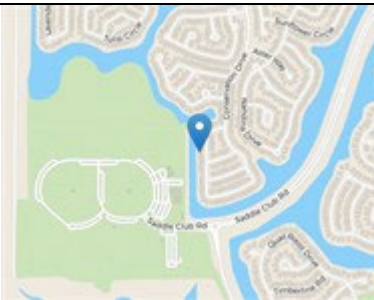

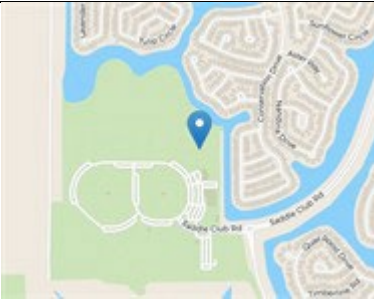

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

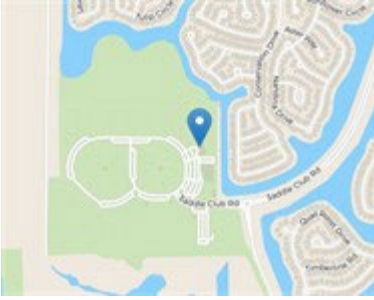

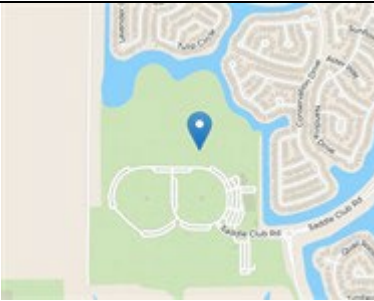

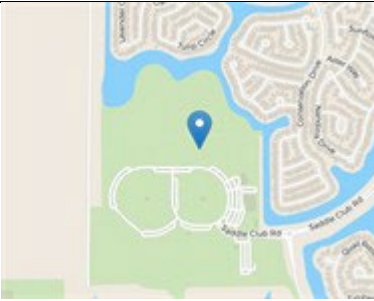

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	



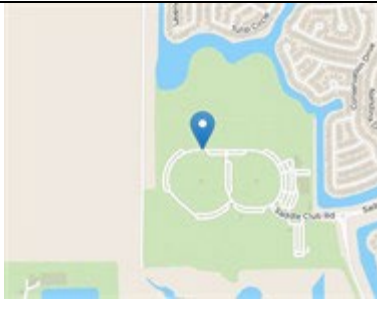

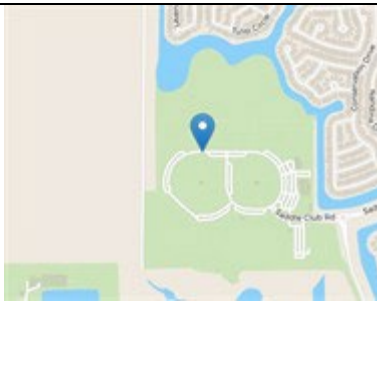

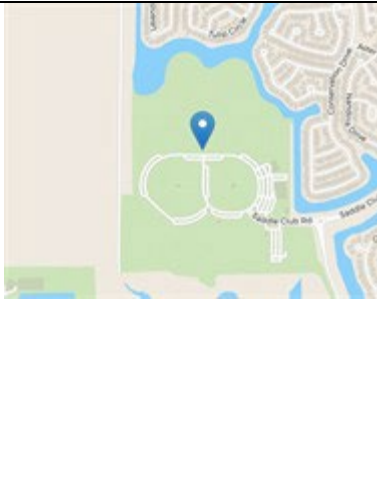
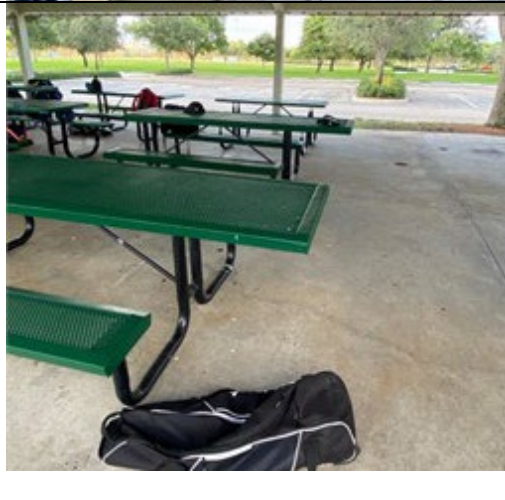
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

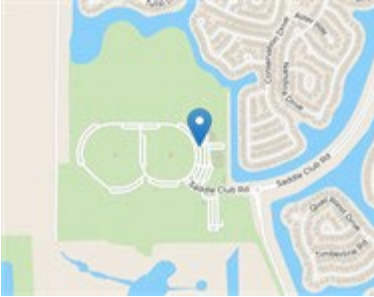

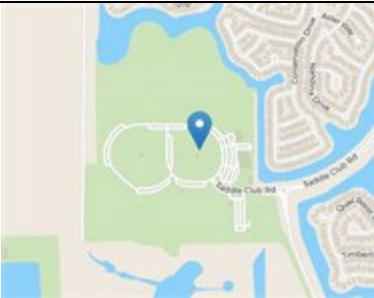

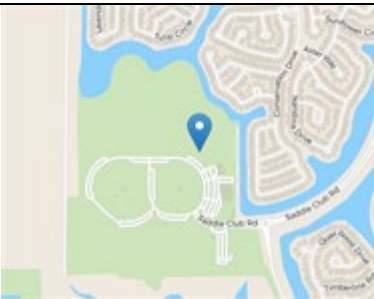

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



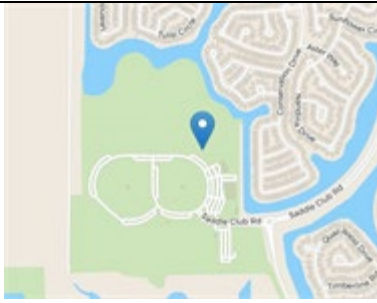


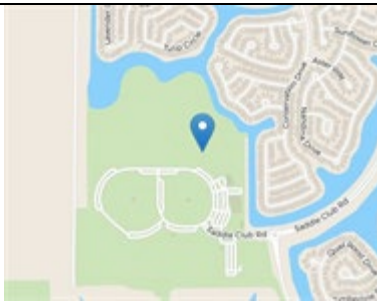


<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



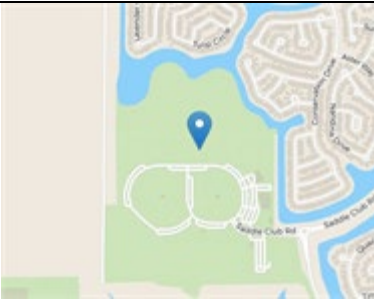


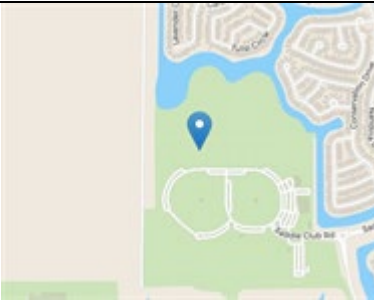

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

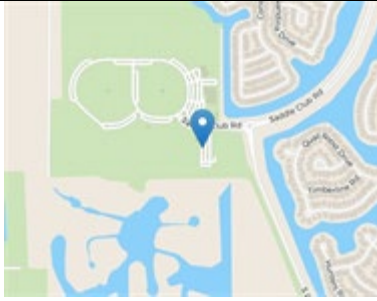

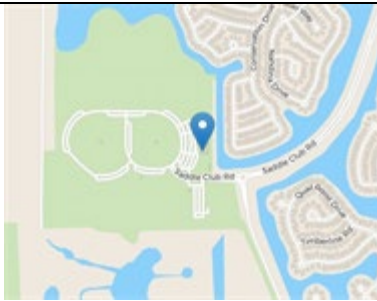

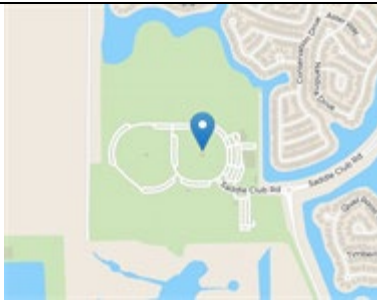

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


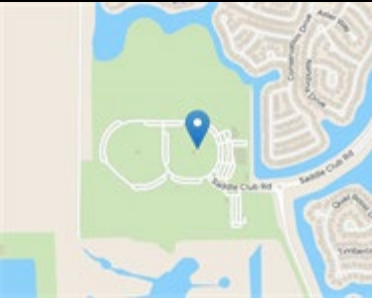



<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


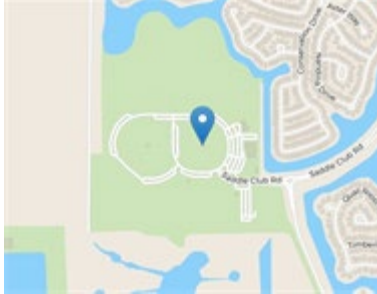

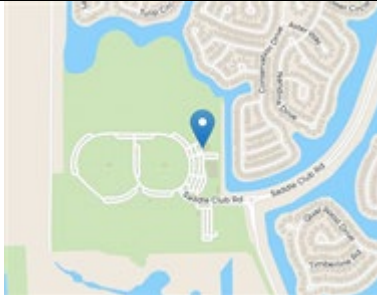



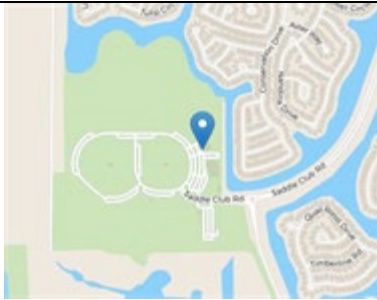

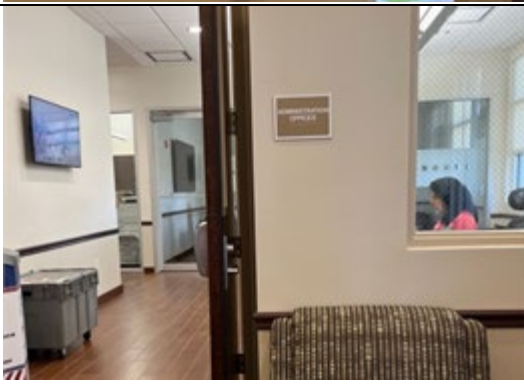
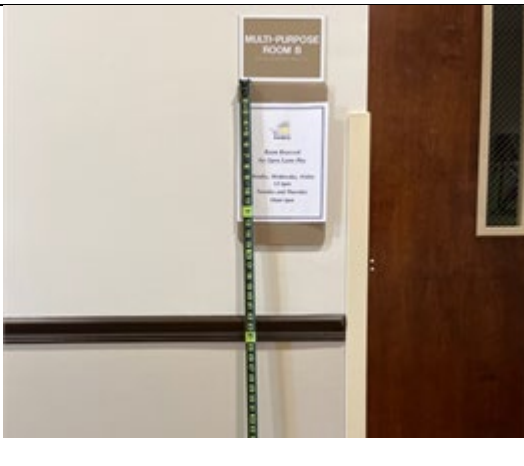
<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

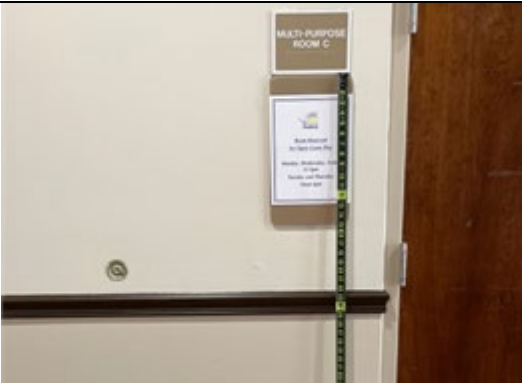

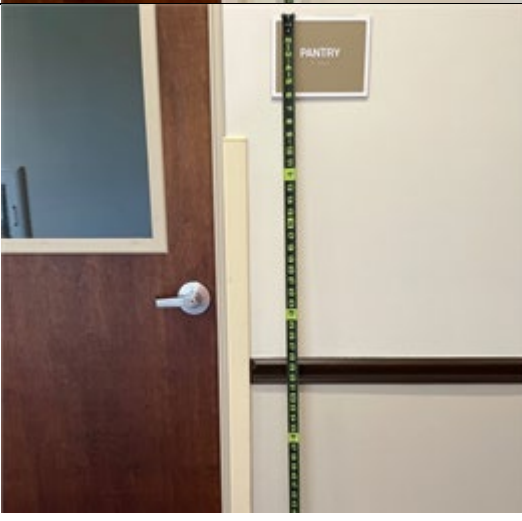
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			



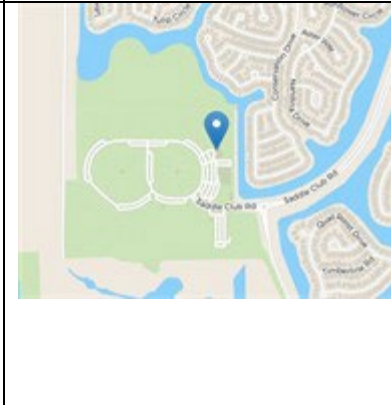
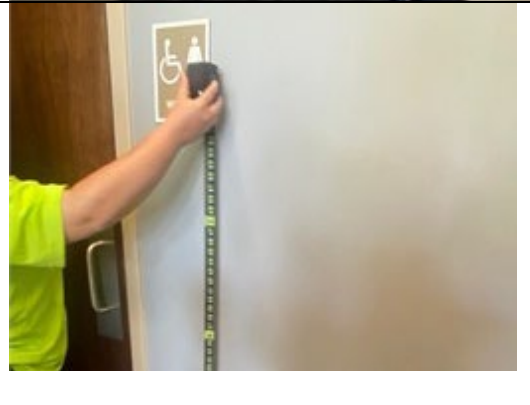


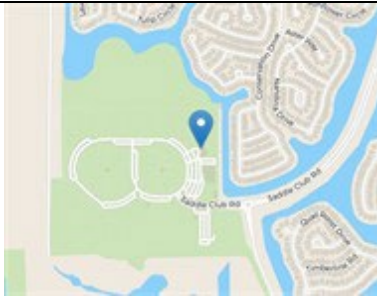
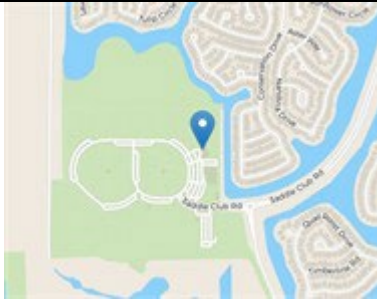

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

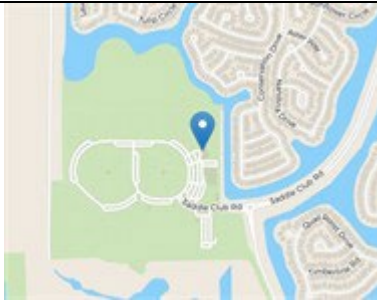

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

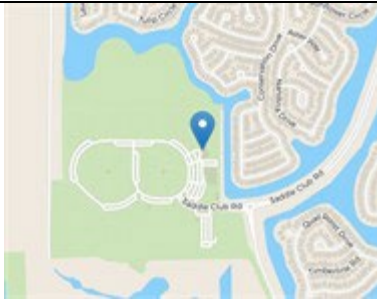

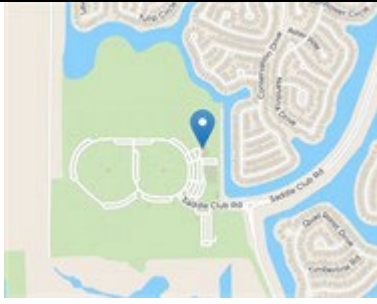

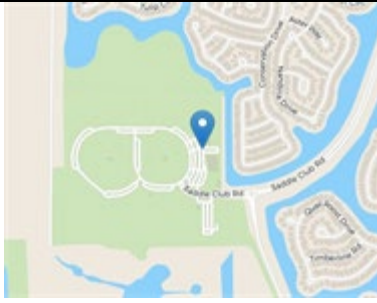





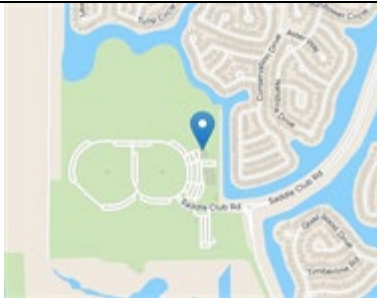

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

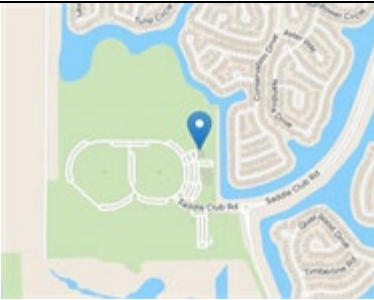

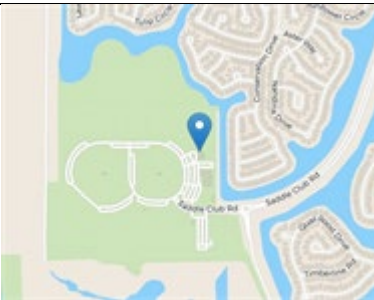

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

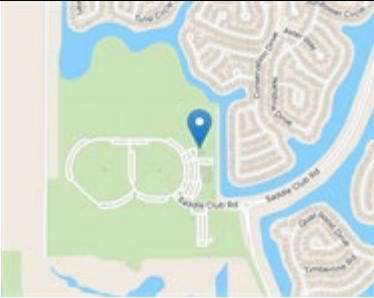


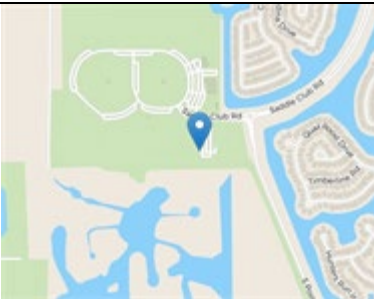



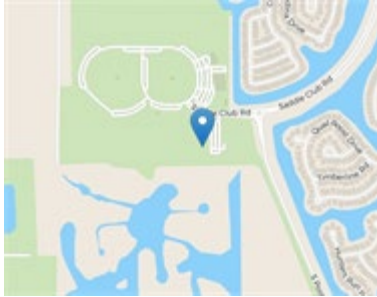

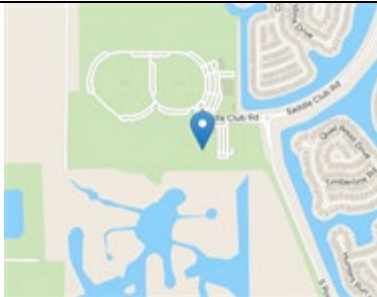

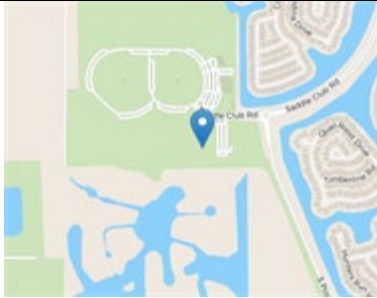

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

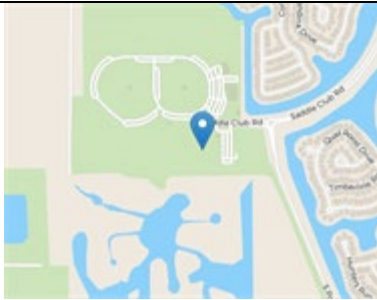


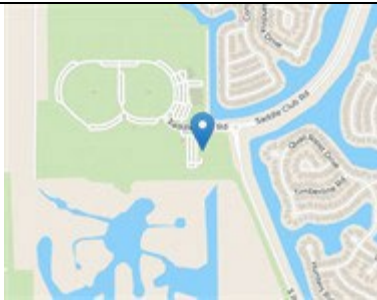

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

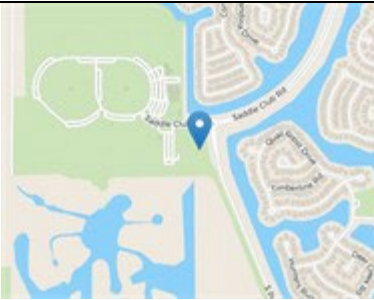
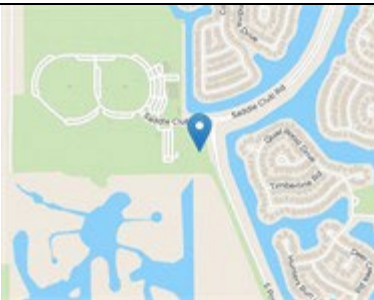
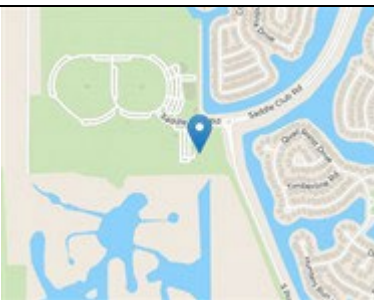


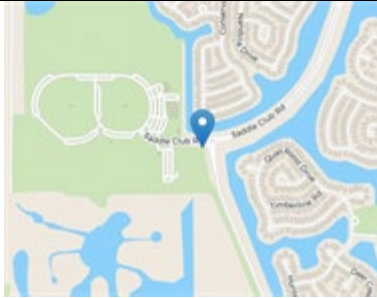


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

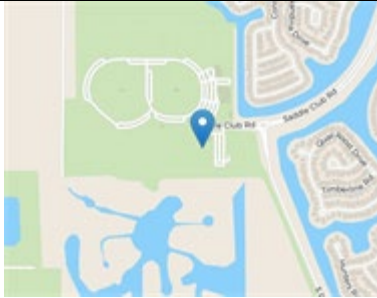

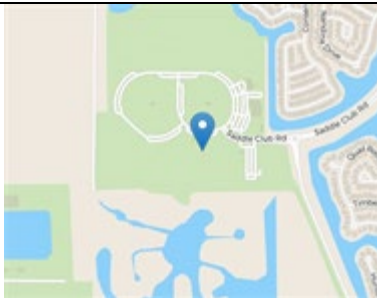

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

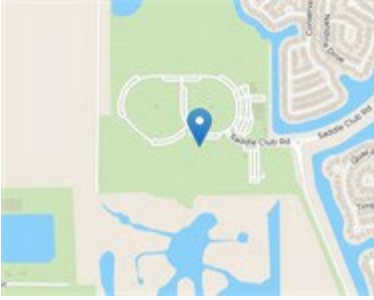

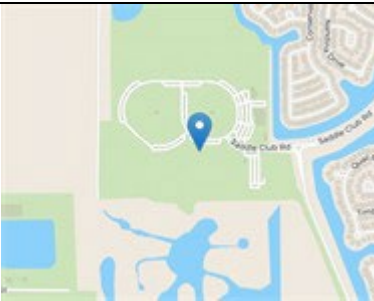

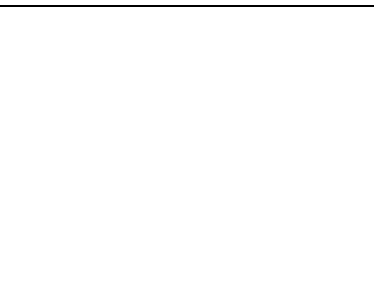



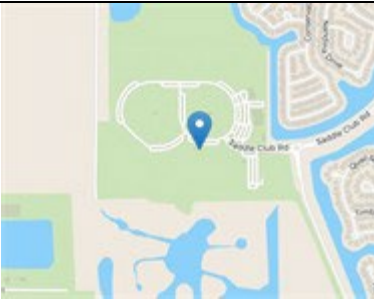

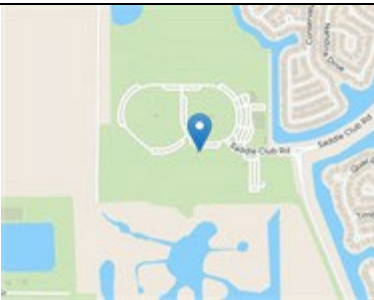

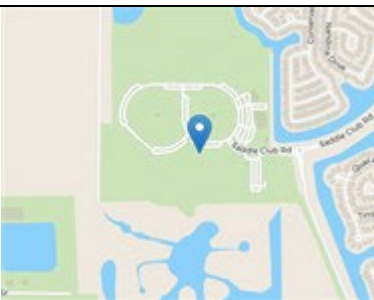

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

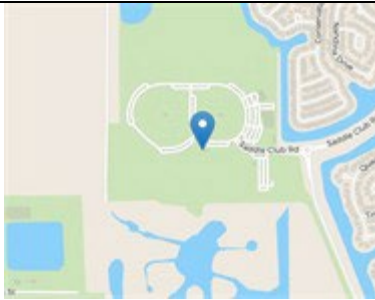

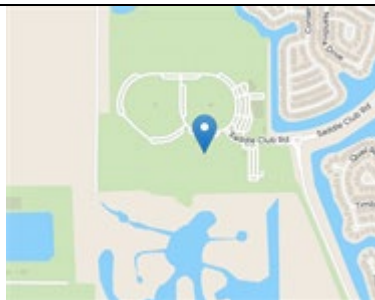

<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			



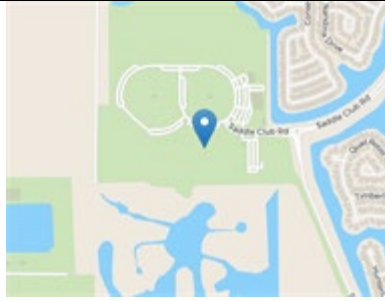

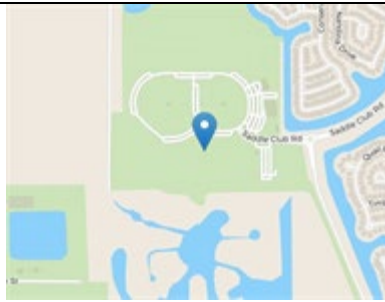

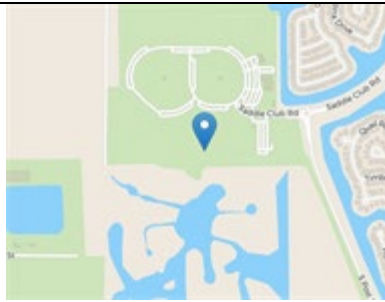

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

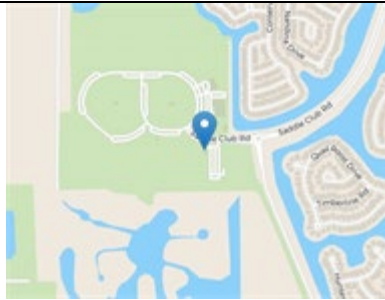

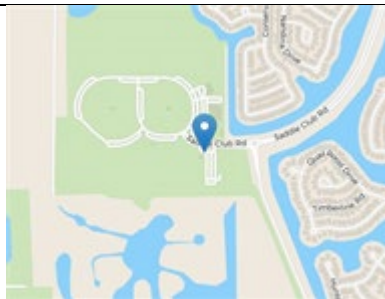

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



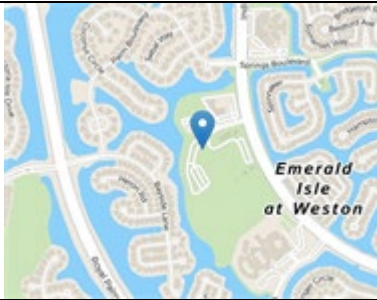

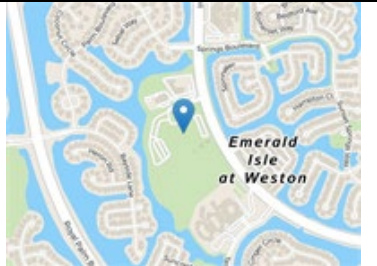





<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

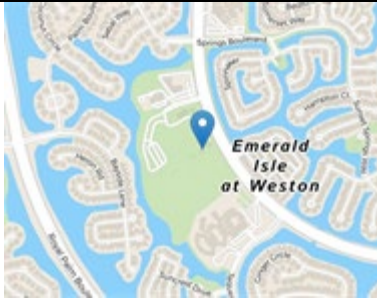

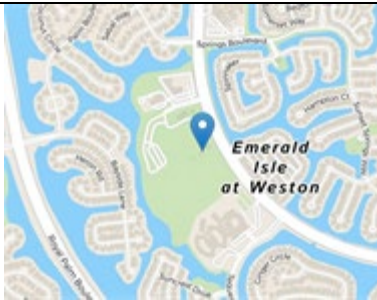





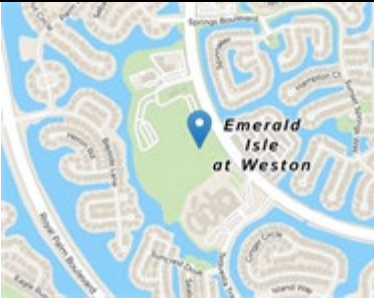




<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



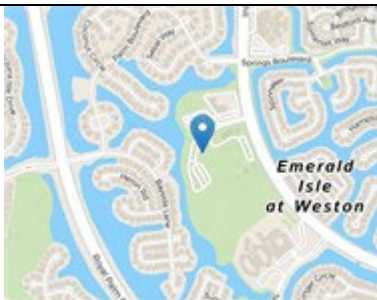



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			




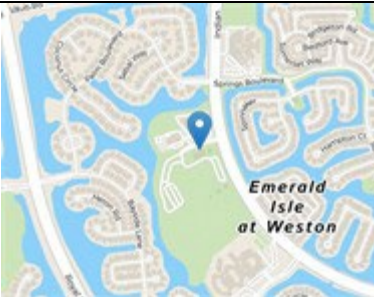



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			






<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



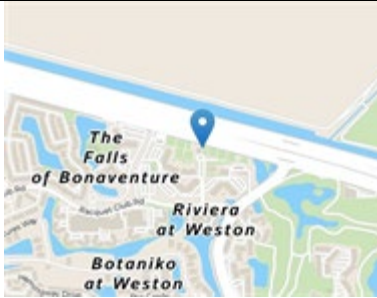

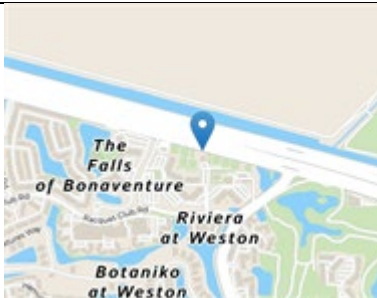

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

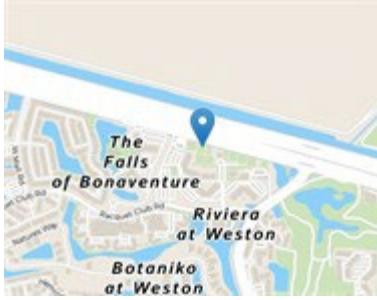

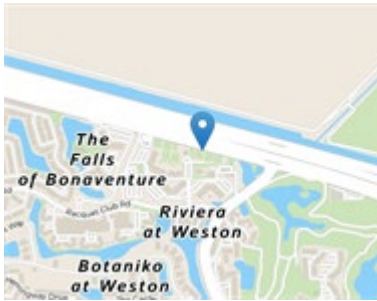

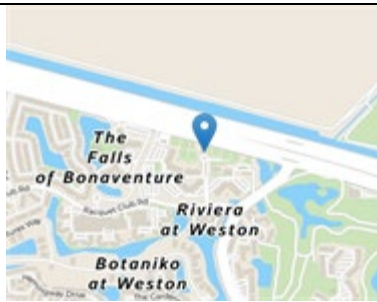
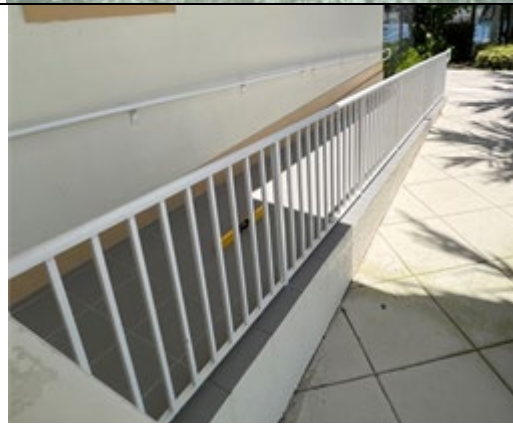




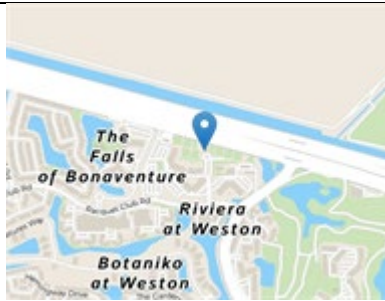

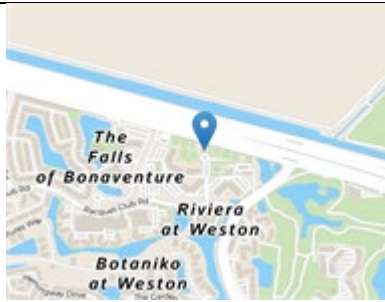

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

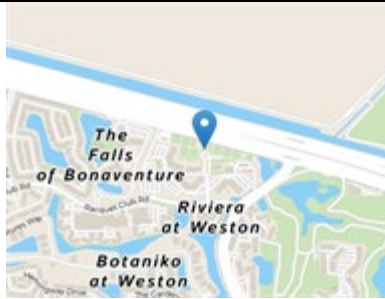

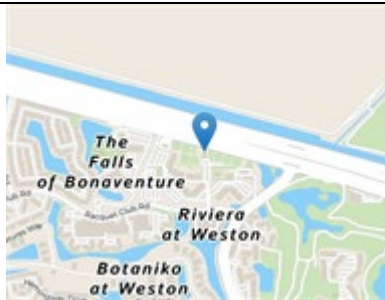

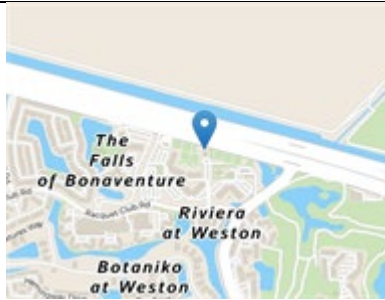

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.







For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.







## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

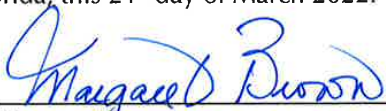
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

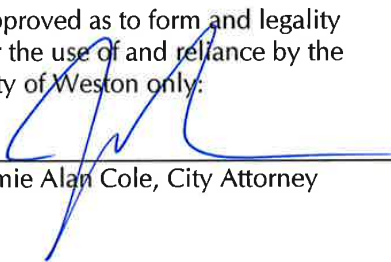
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.







## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

### **13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

### **14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant's Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

### **15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY







## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT**  
**BETWEEN**  
**CITY OF WESTON, FLORIDA**  
**AND**  
**CLIFF DRYSDALE MANAGEMENT, INC.**  
**FOR**  
**TENNIS CENTER OPERATOR SERVICES**  
**RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and





WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.







7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.





4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.





- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.







- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.





## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:







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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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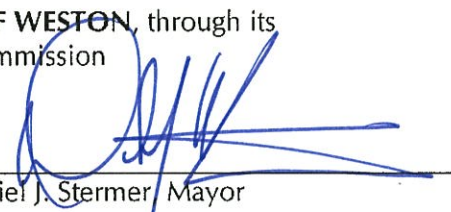




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

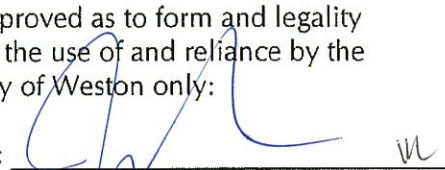
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name







**Exhibit A**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$																					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$																					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$																					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER			E.L. EACH ACCIDENT			\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000		E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																									
	E.L. EACH ACCIDENT			\$ 1,000,000																								
	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																								
	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No.):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

### WESTON TENNIS CENTER FEE SCHEDULE

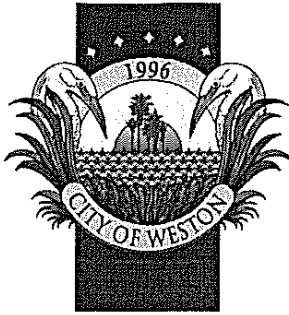
<u>Type of Membership</u>	<u>Initiation</u>	<u>Monthly Dues</u>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<u>Lessons</u>	<u>One Hour</u>	<u>Half Hour</u>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person







Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

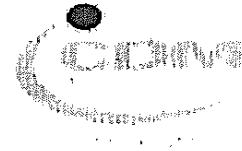
THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**



**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015







Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.





THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.







**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.







**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS







### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE ("Lease")** dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.





(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) **Quiet Enjoyment.** Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. **TERM.**

(a) **Initial Term.** The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) **Renewal Options.** Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.







- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) Phased Construction. It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) Schedule for Development of Premises. Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.





(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.







(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy





of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General





Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the





condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior





Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment if not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent





and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant’s interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.







**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).





(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as Exhibit F, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the





Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,







that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant’s actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord’s approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

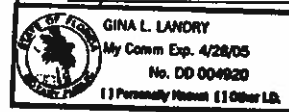
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8







# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this





Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.







10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)







**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

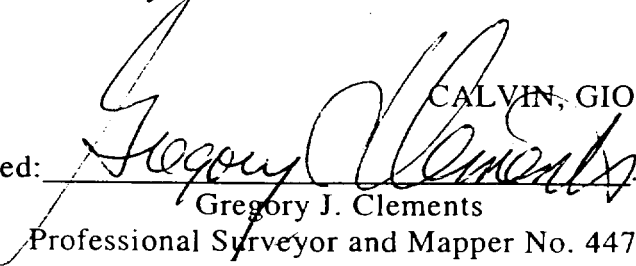
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

*Gregory J. Clements* . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

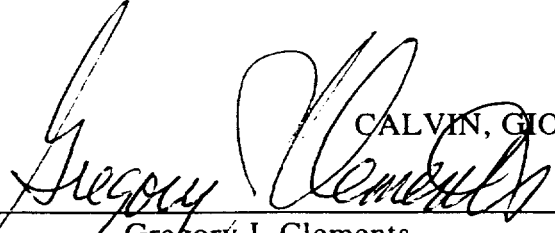
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



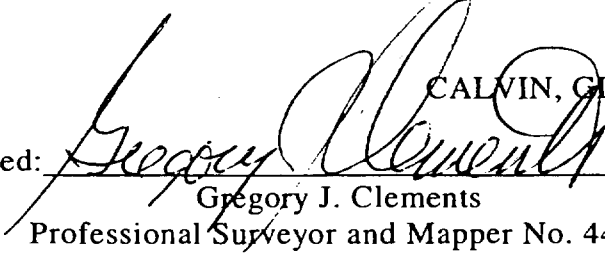
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

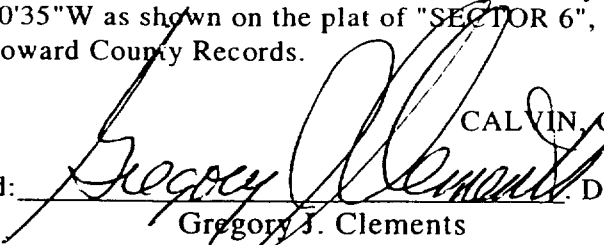
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





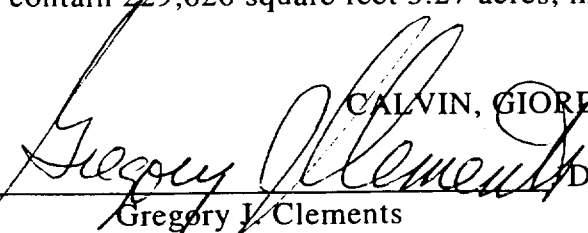
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

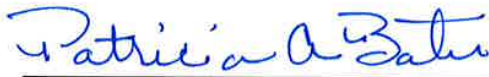
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

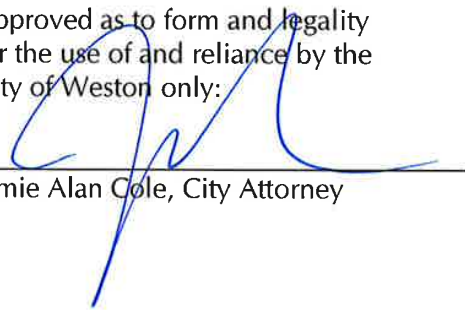
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:	
Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*





**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months





The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.





### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.







**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010







With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

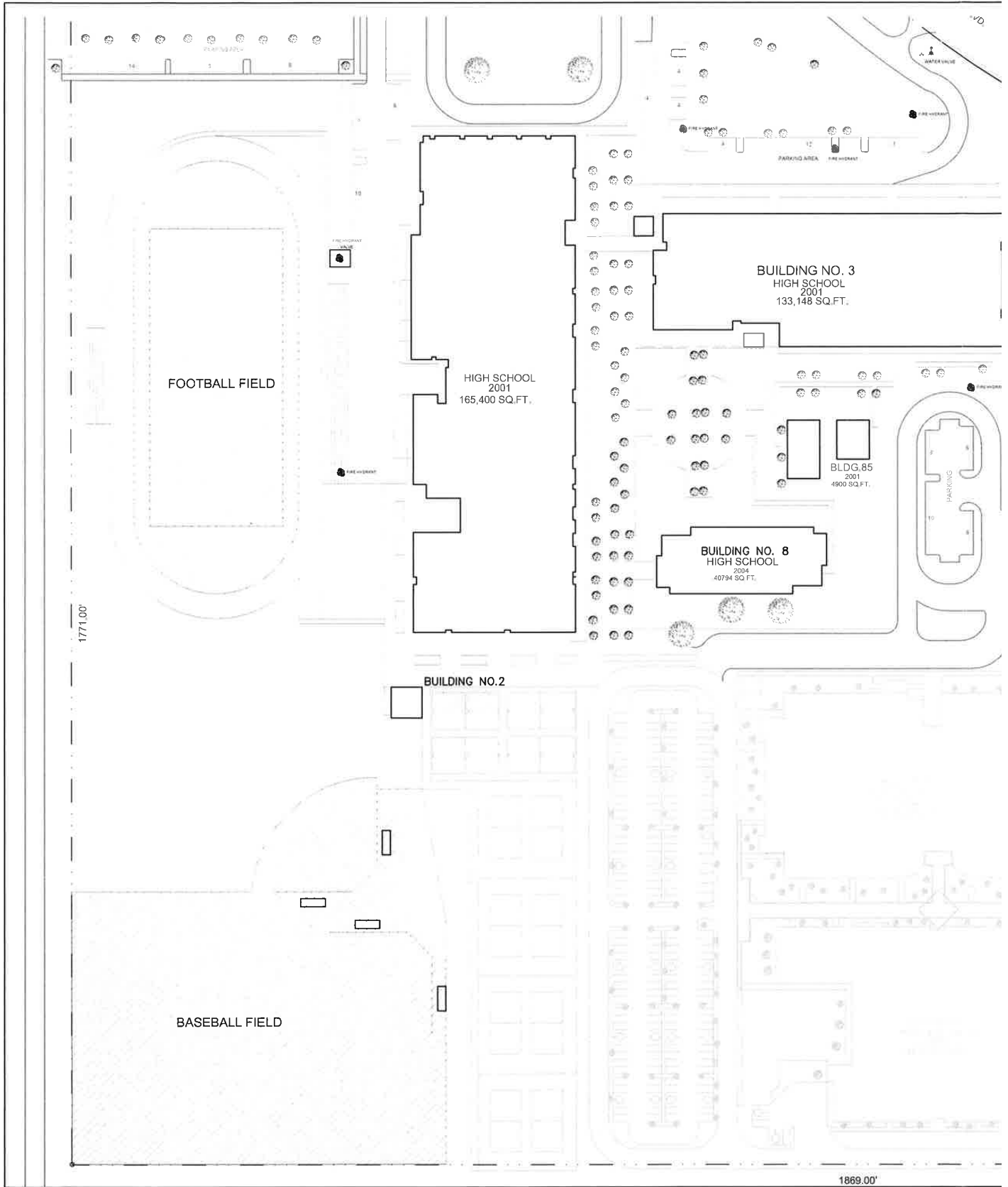
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

(CITY SEAL)

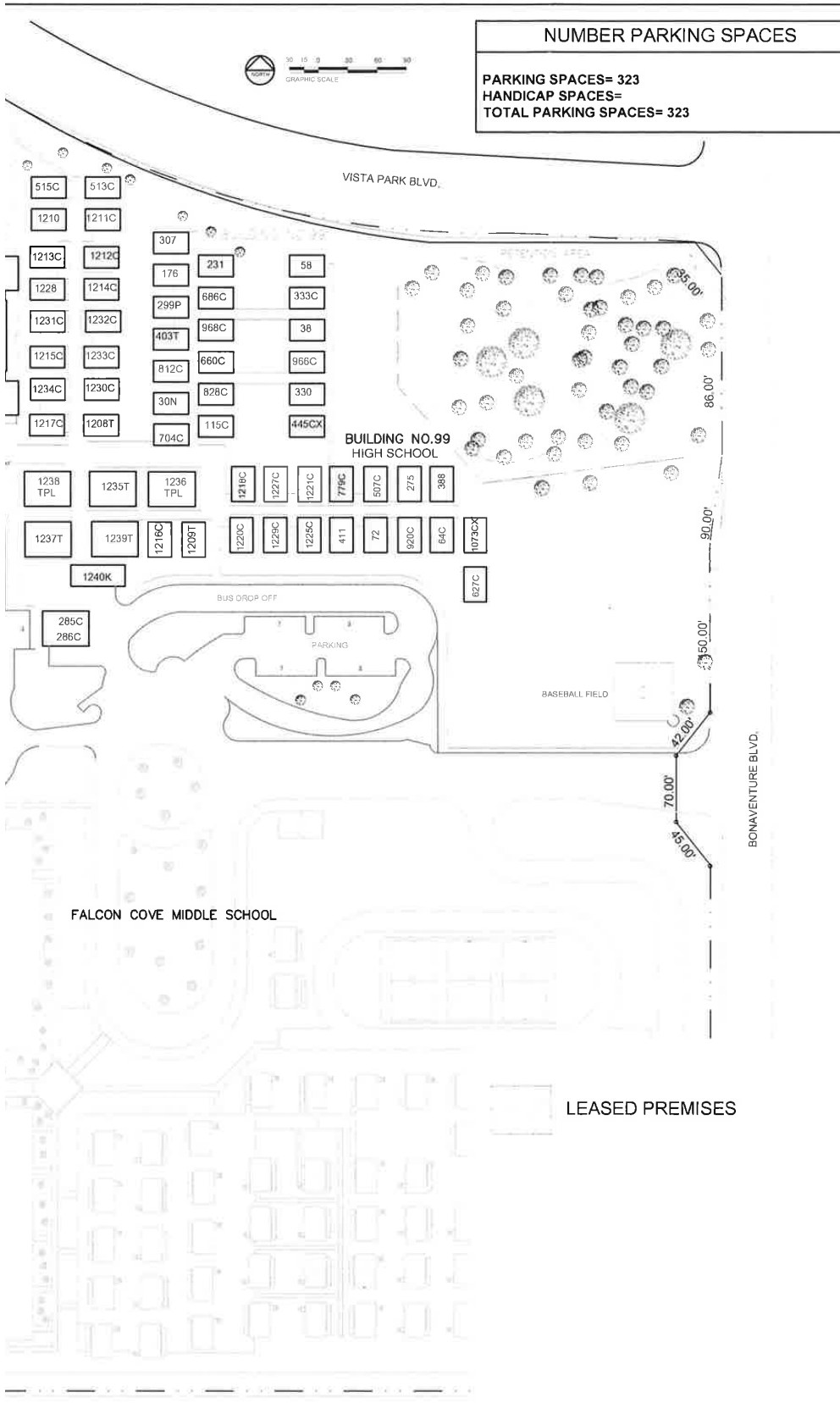








"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
 Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M. A. B.	10/11/07 10:00 AM
2	10/11/07	M. A. B.	10/11/07 10:00 AM
3	10/11/07	M. A. B.	10/11/07 10:00 AM
4	10/11/07	M. A. B.	10/11/07 10:00 AM
5	10/11/07	M. A. B.	10/11/07 10:00 AM
6	10/11/07	M. A. B.	10/11/07 10:00 AM
7	10/11/07	M. A. B.	10/11/07 10:00 AM
8	10/11/07	M. A. B.	10/11/07 10:00 AM
9	10/11/07	M. A. B.	10/11/07 10:00 AM
10	10/11/07	M. A. B.	10/11/07 10:00 AM

**CYPRESS BAY  
 HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:



Approve



Disapprove

Name

Title

Date

Signature:



Approve



Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey





# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed



# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.



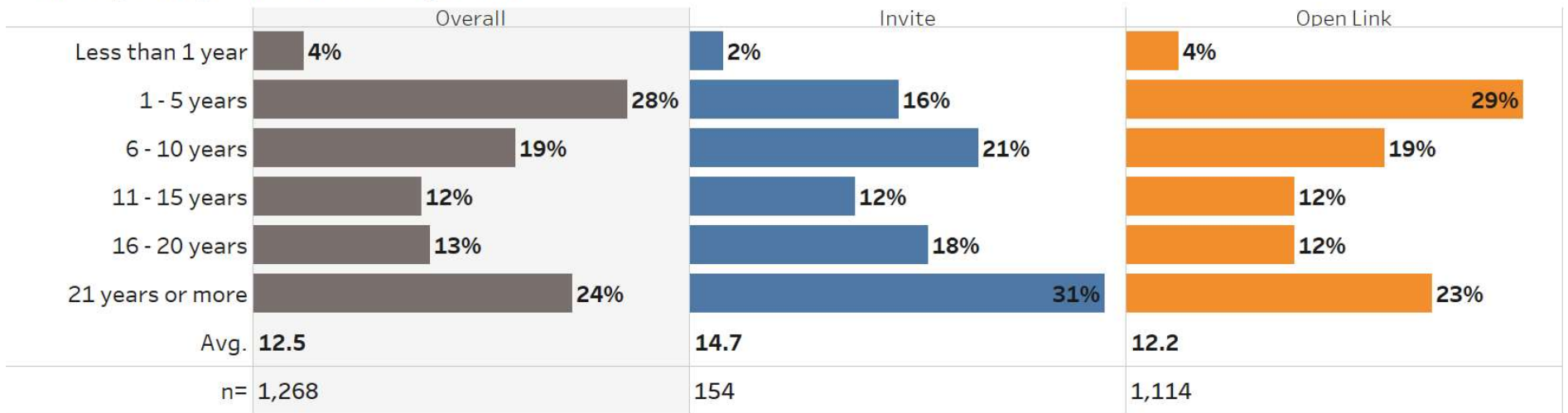
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



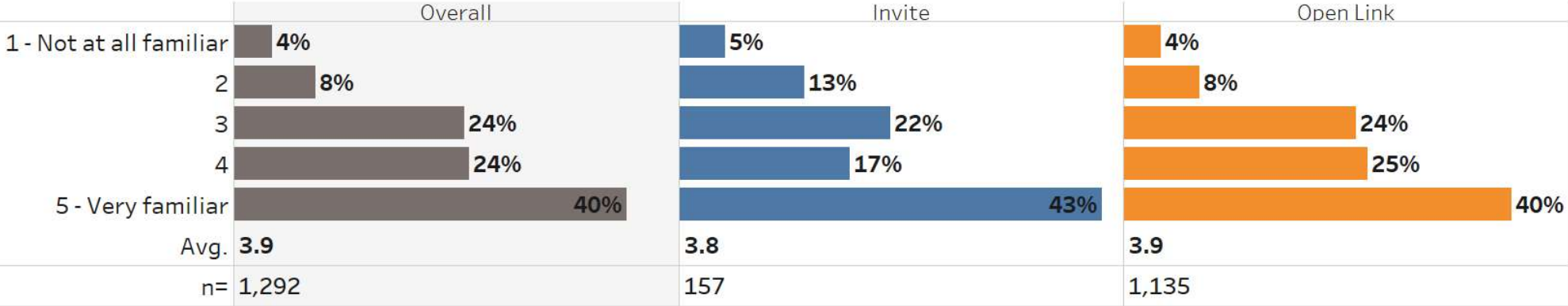
**LEGEND**

- City of Weston Boundary
- Area A      Area E
- Area B      Area F
- Area C      Area G
- Area D
- City Parks
- 1. Bonaventure Park      9. Peace Mound Park
- 2. Country Isles Park    10. Tequesta Trace Park
- 3. Eagle Point Park      11. Town Center Park
- 4. Emerald Estates Park   12. Vista Park
- 5. Gator Run Park        13. Weston Regional Park
- 6. Heron Park            14. Weston Racquet Club
- 7. Indian Trace Park     15. Windmill Ranch Park
- 8. Library Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates



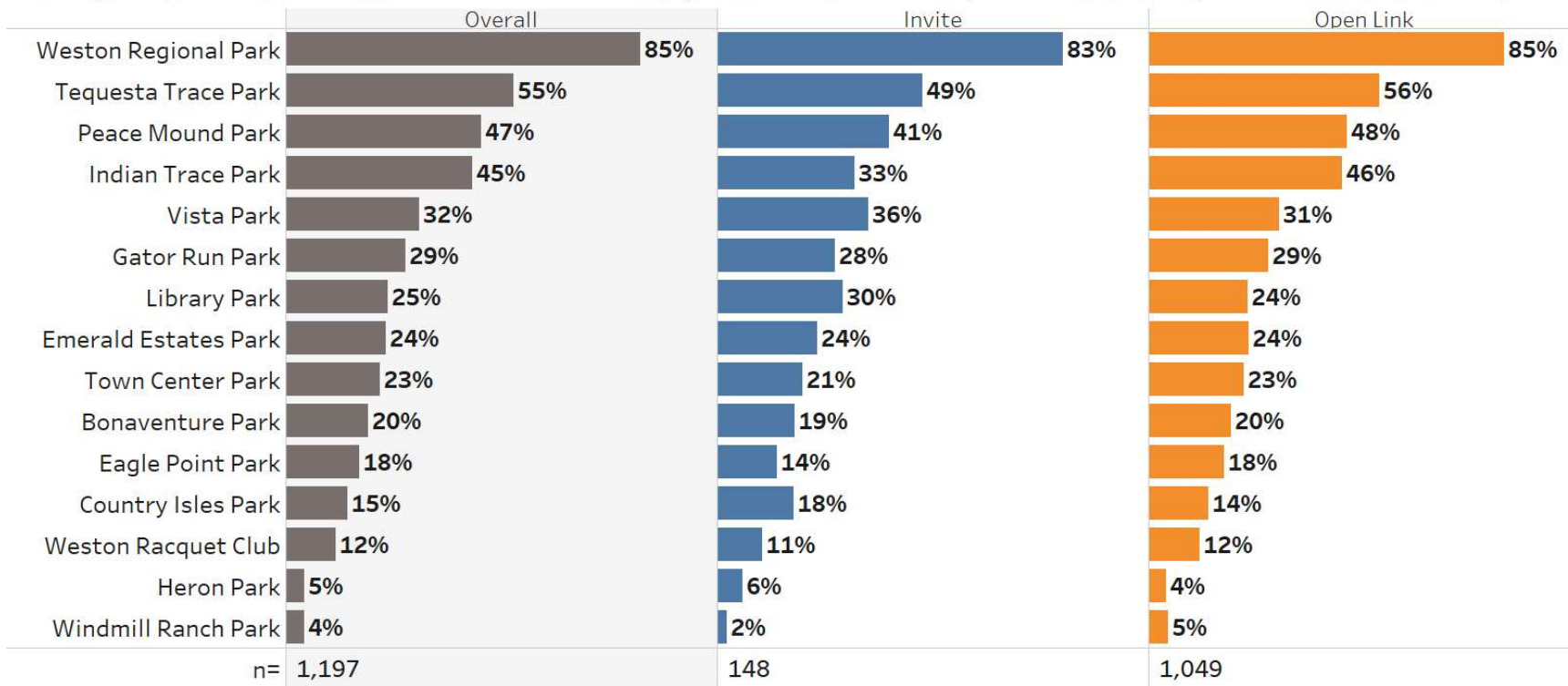
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

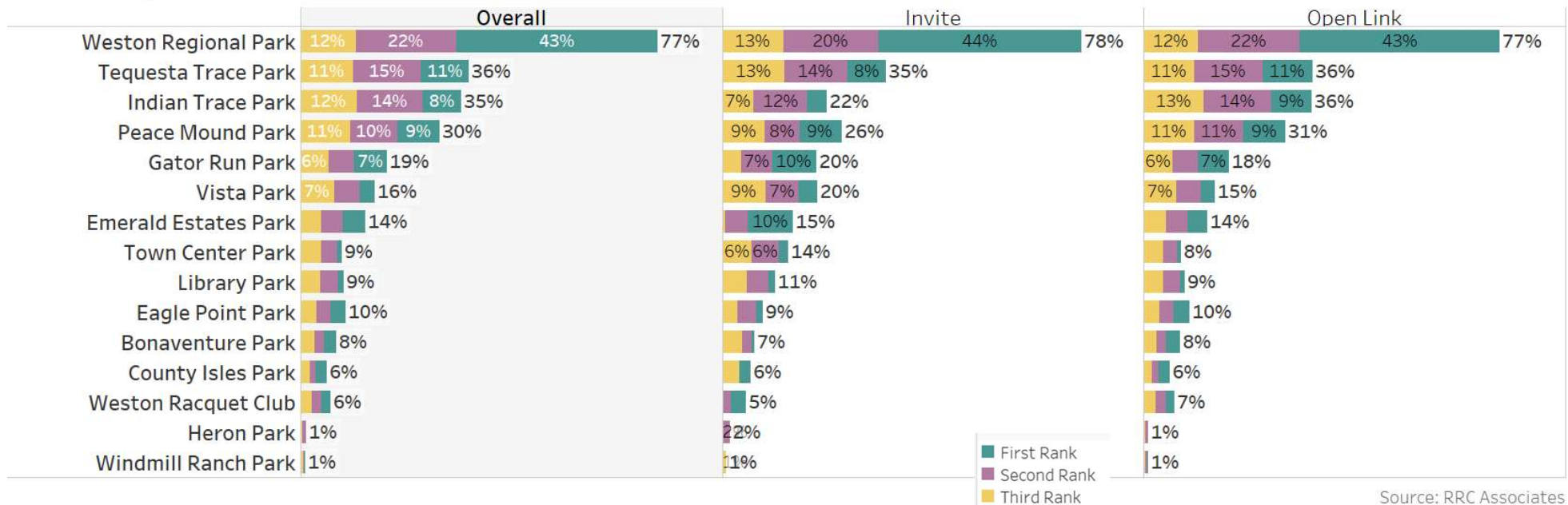


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

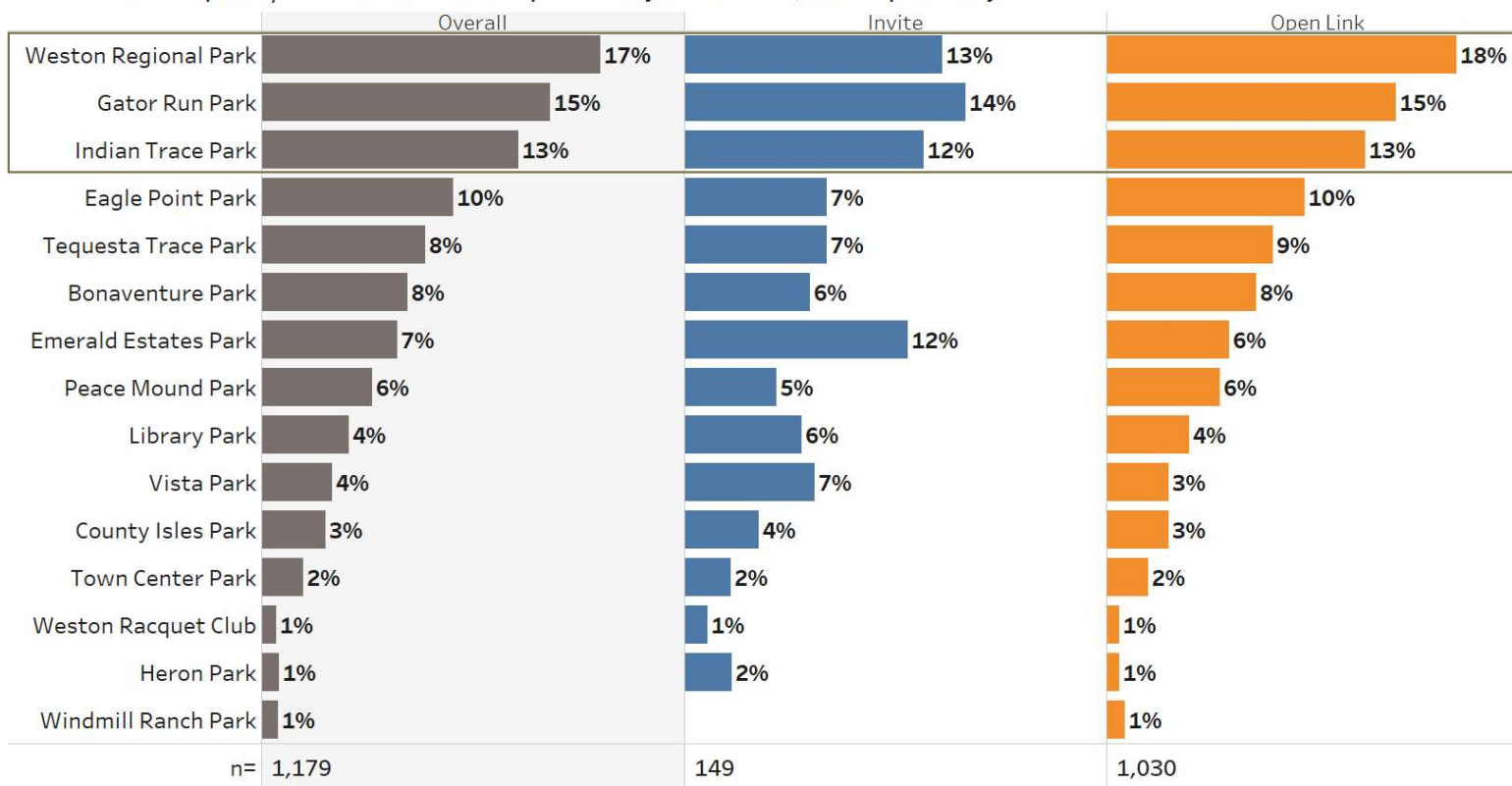


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?



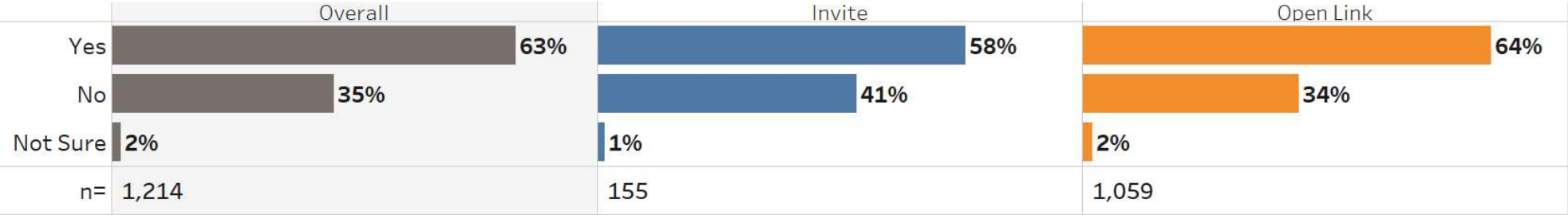
Source: RRC Associates



# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

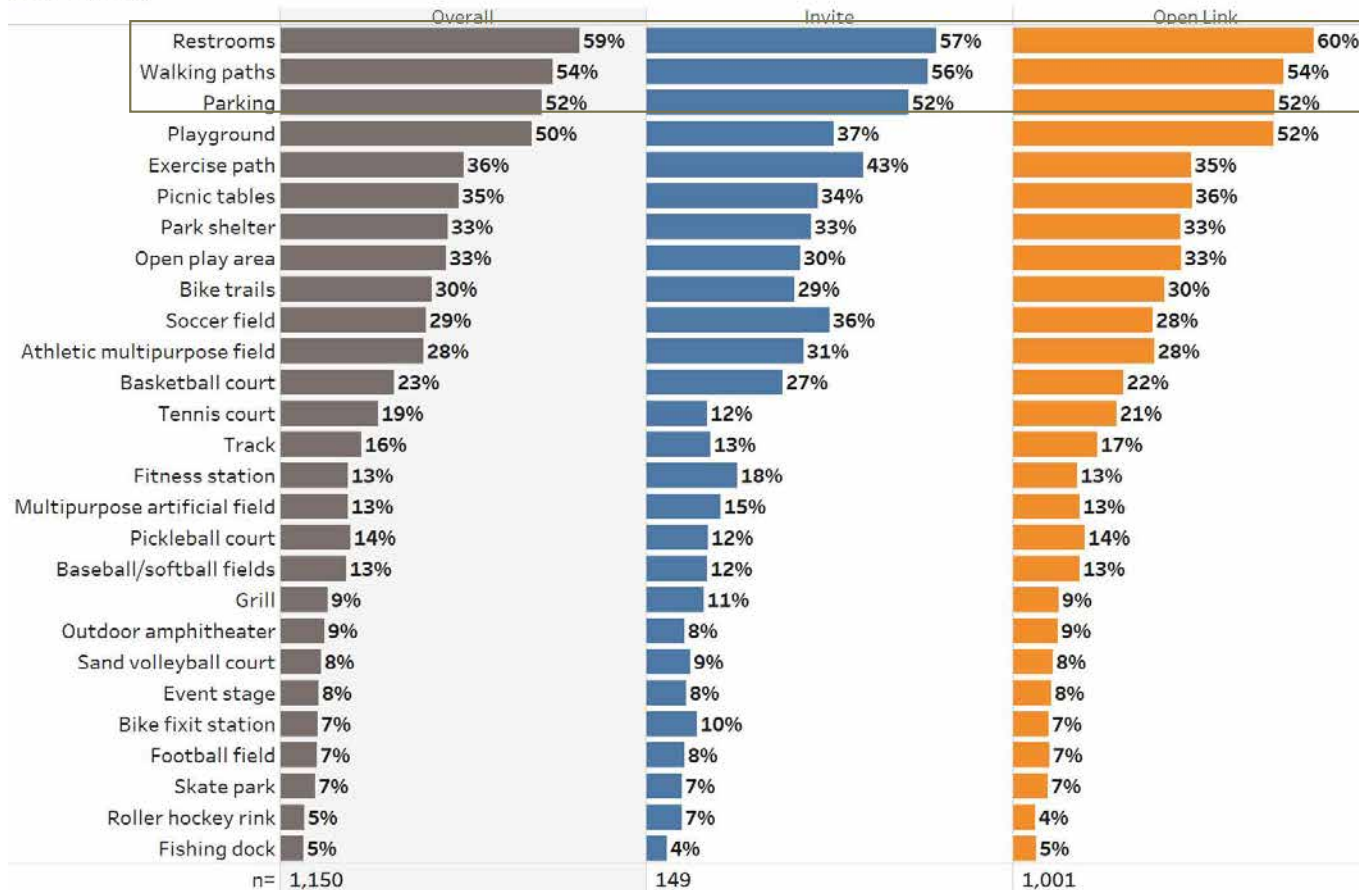
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



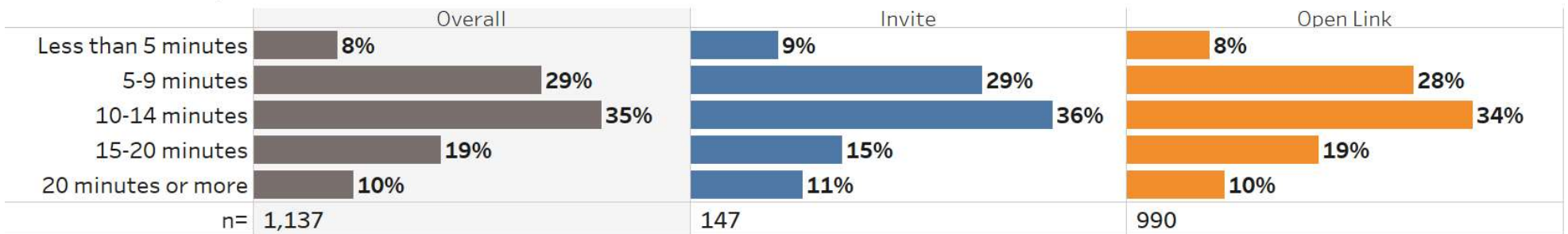
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

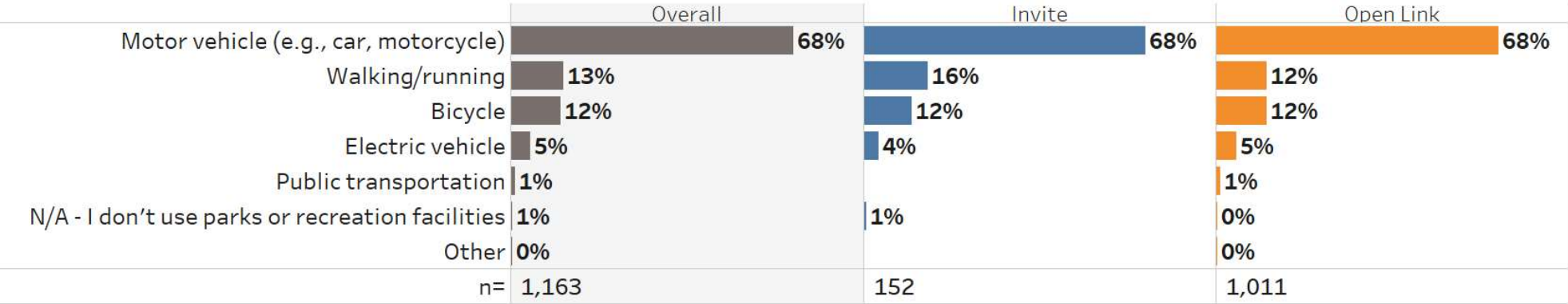
Source: RRC Associates



# Preferred Transportation

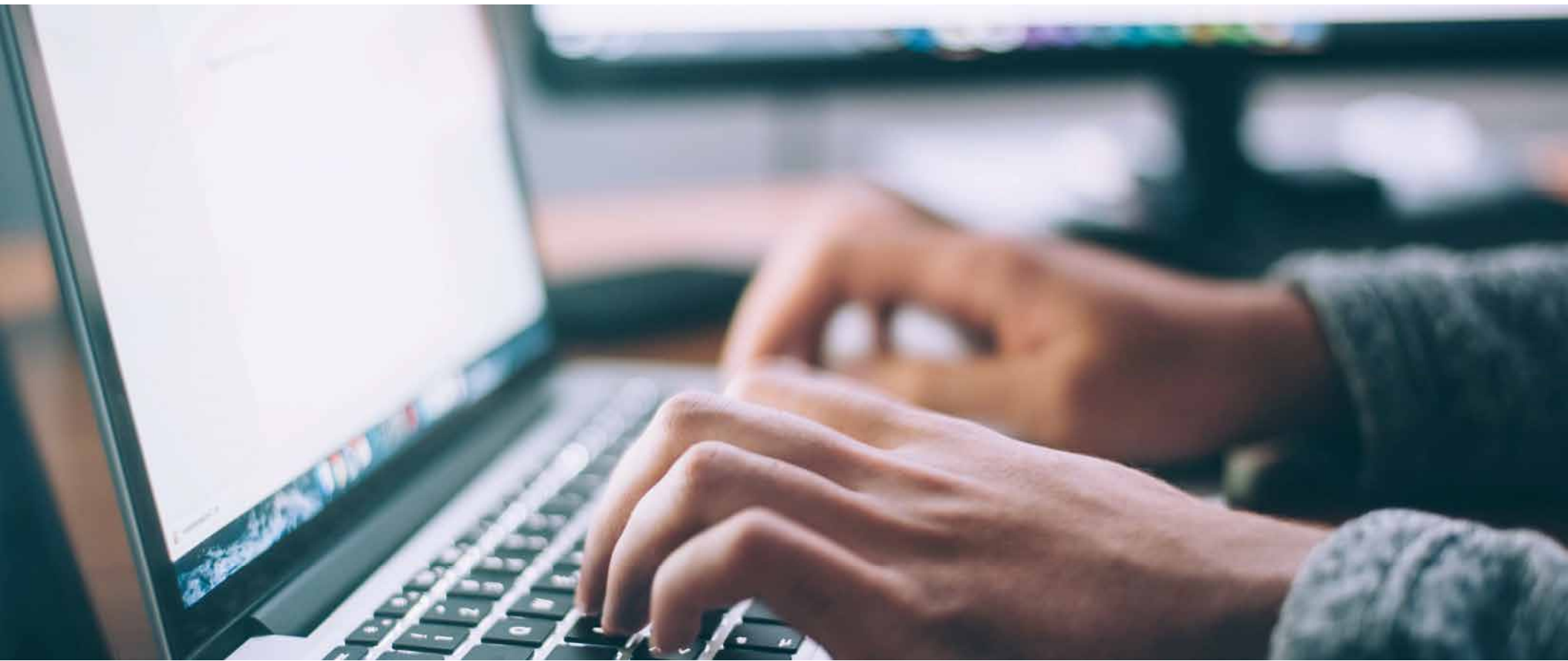
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

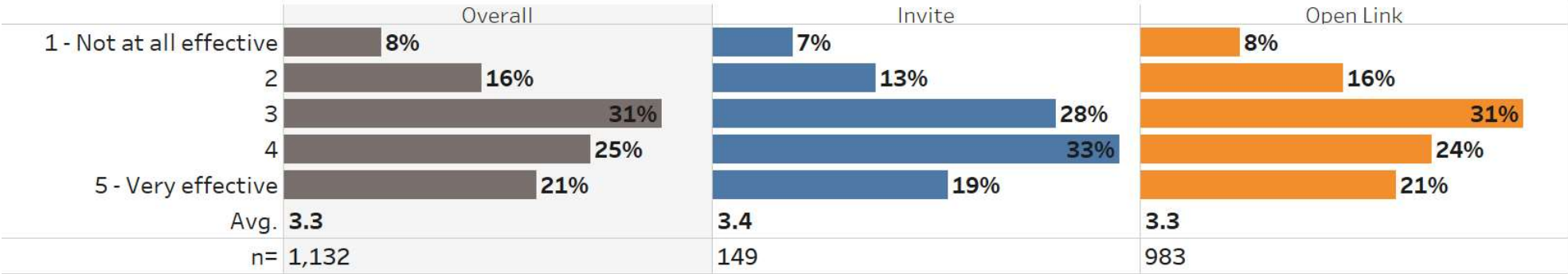
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

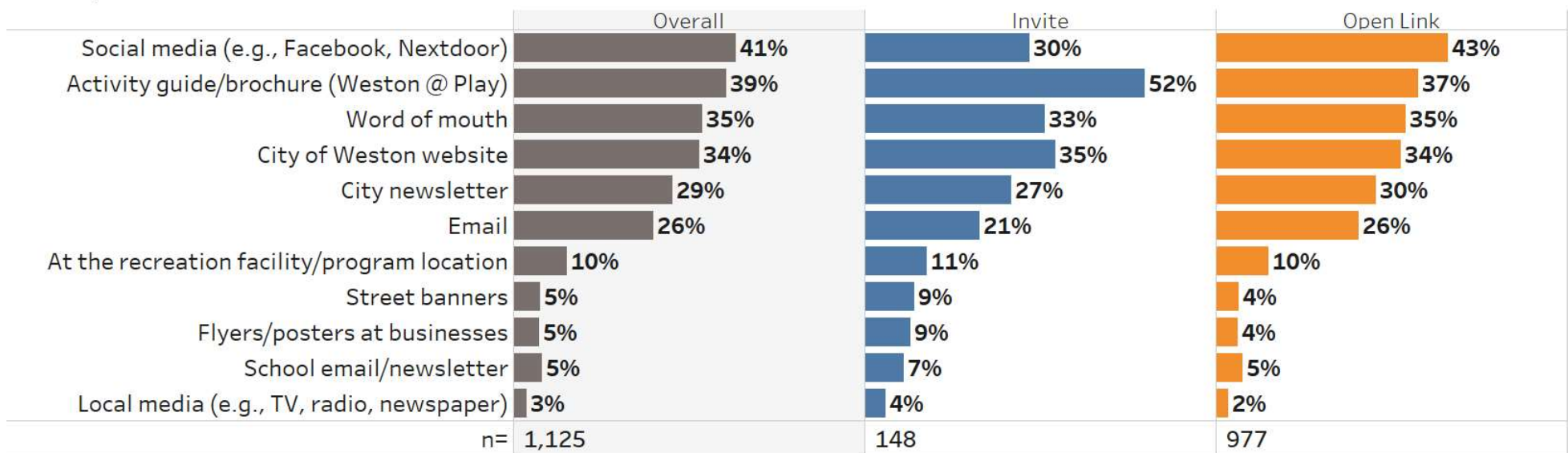


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)



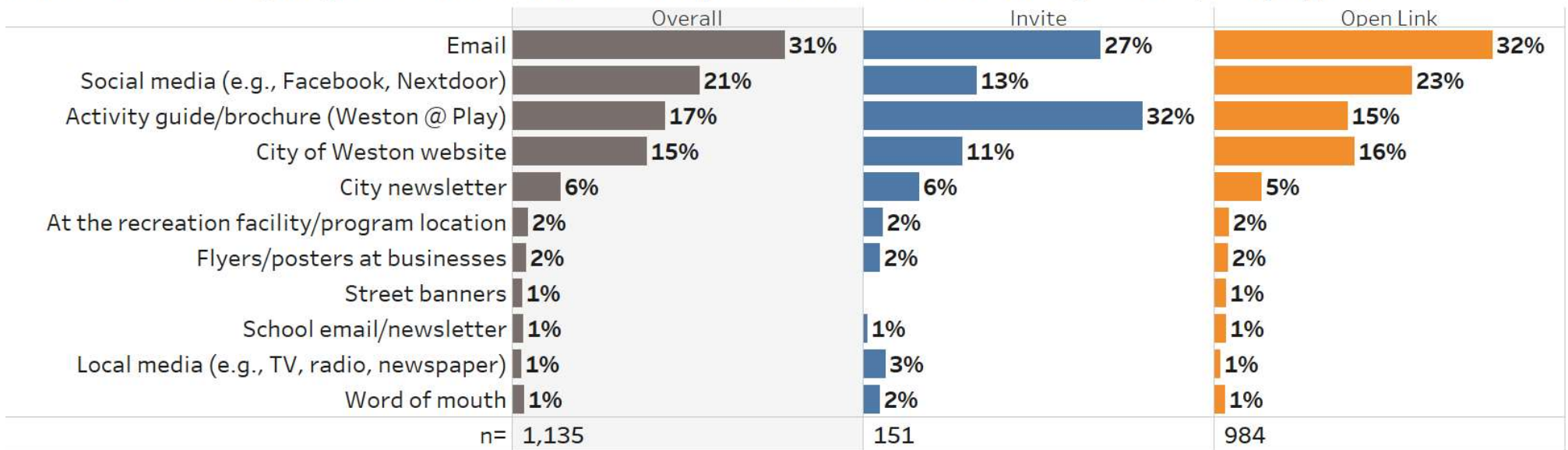
Source: RRC Associates



# Preferred Communication

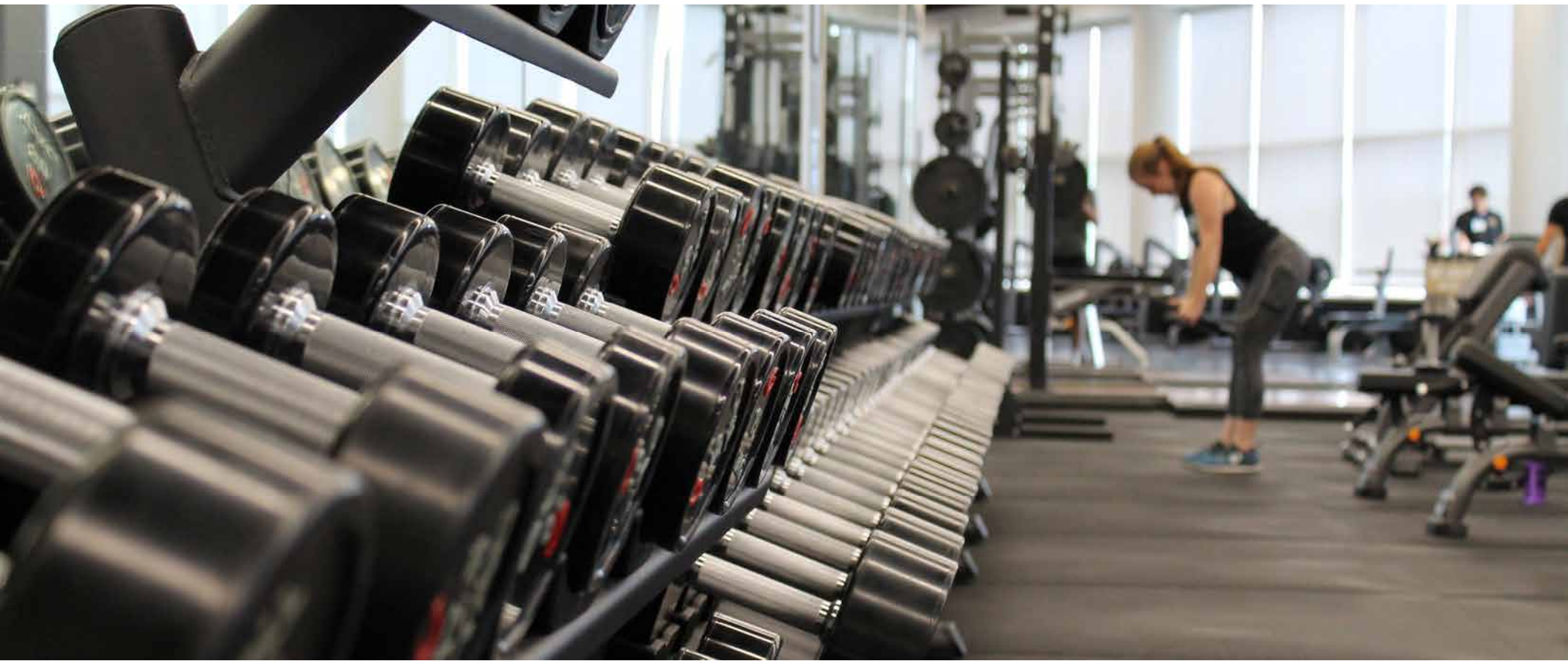
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services

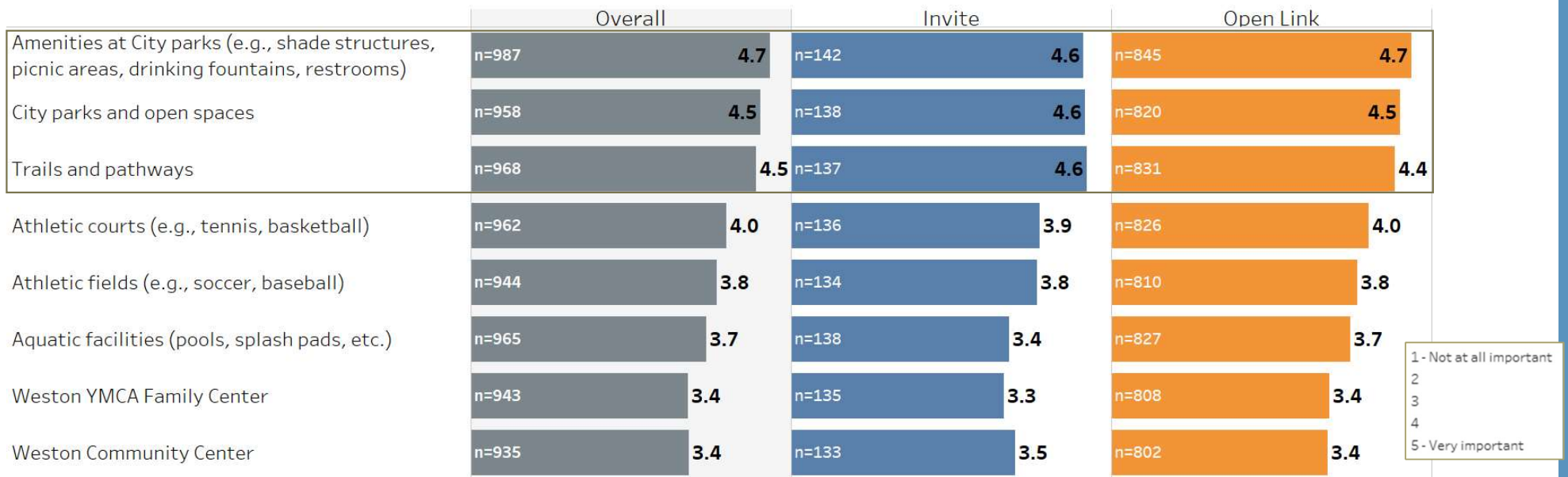


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities



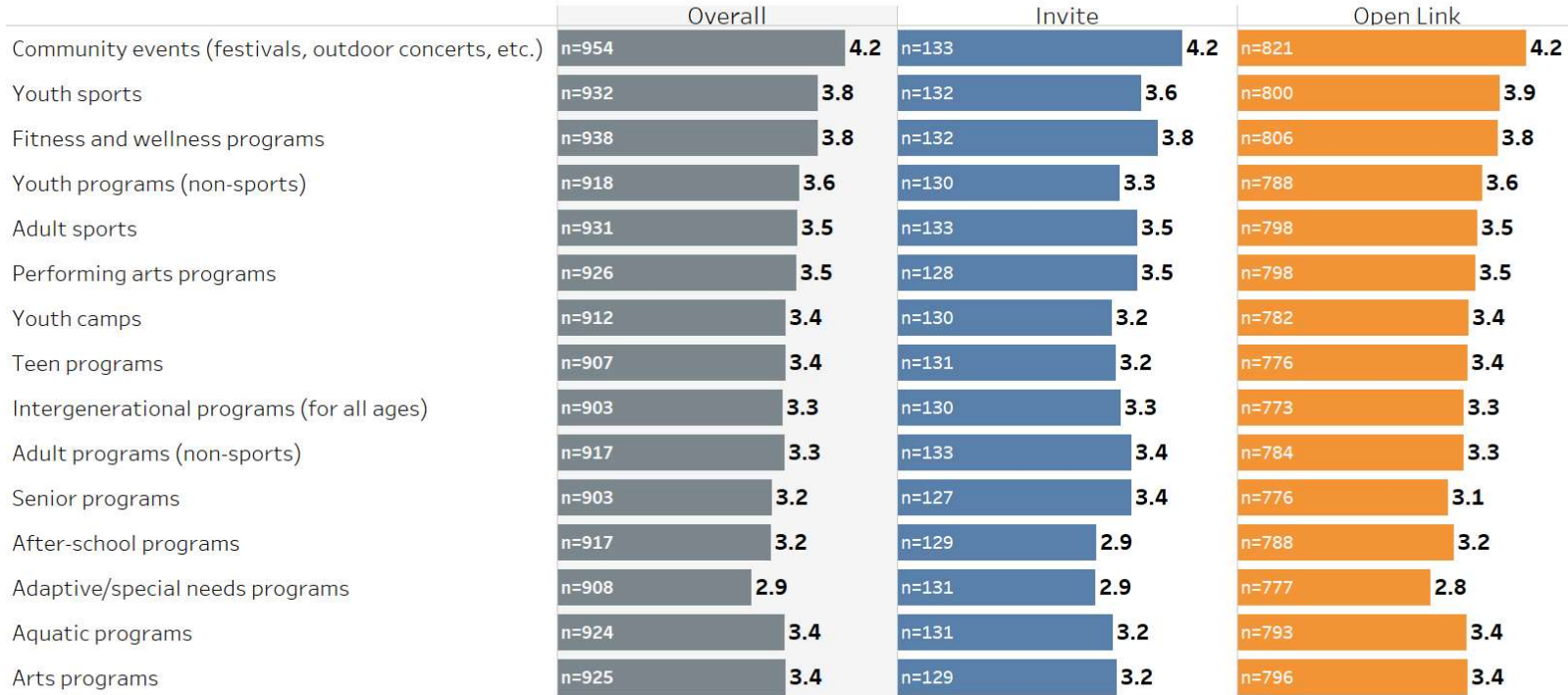
Source: RRC Associates



# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

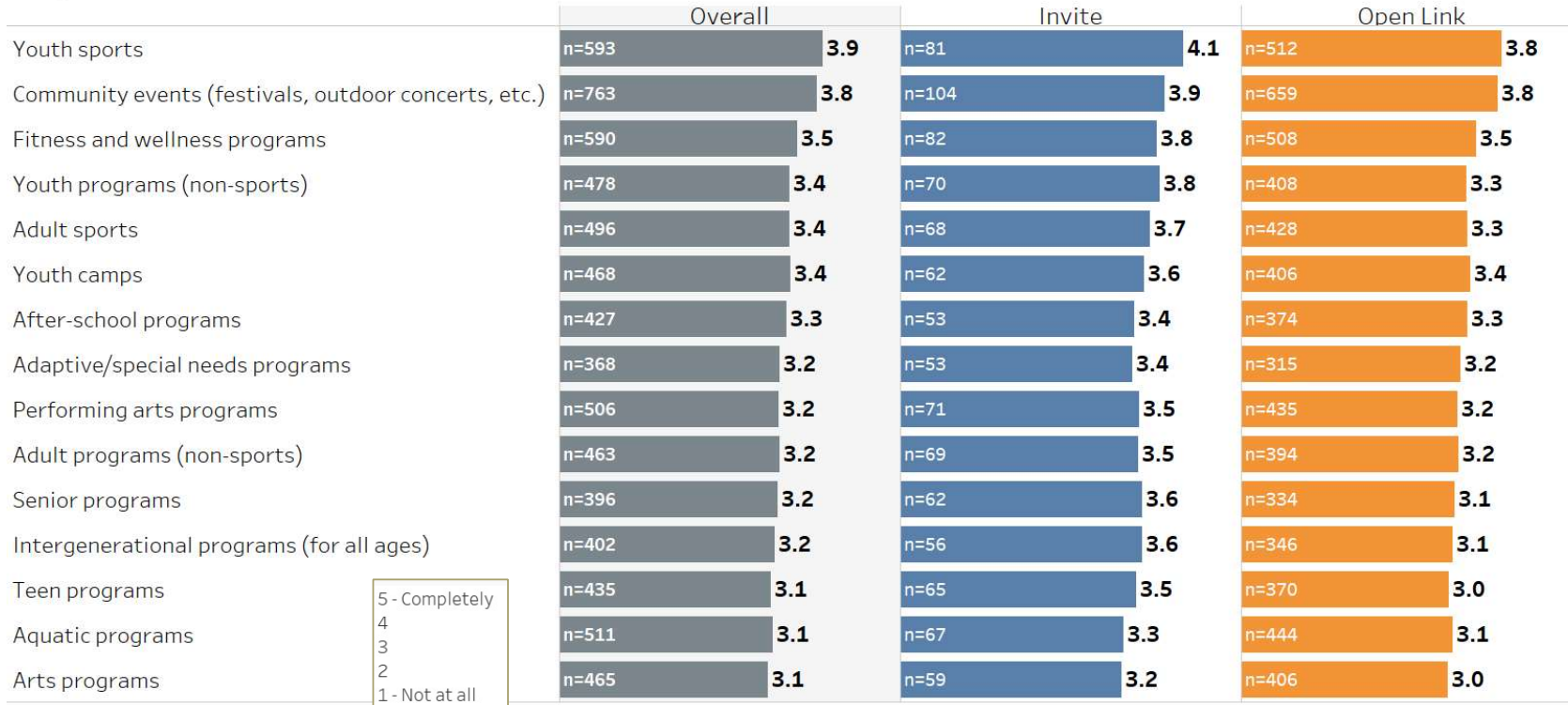
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

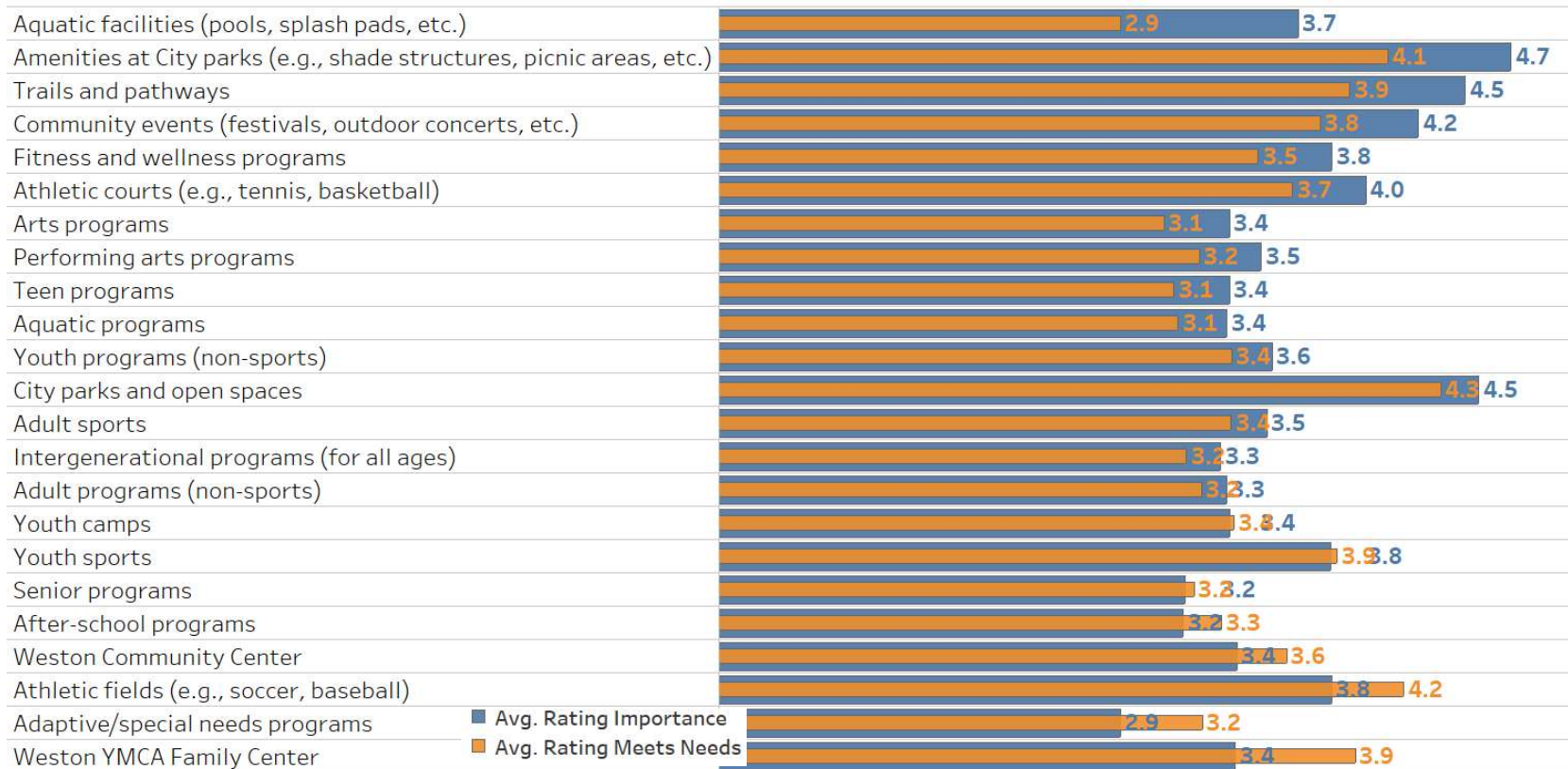
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

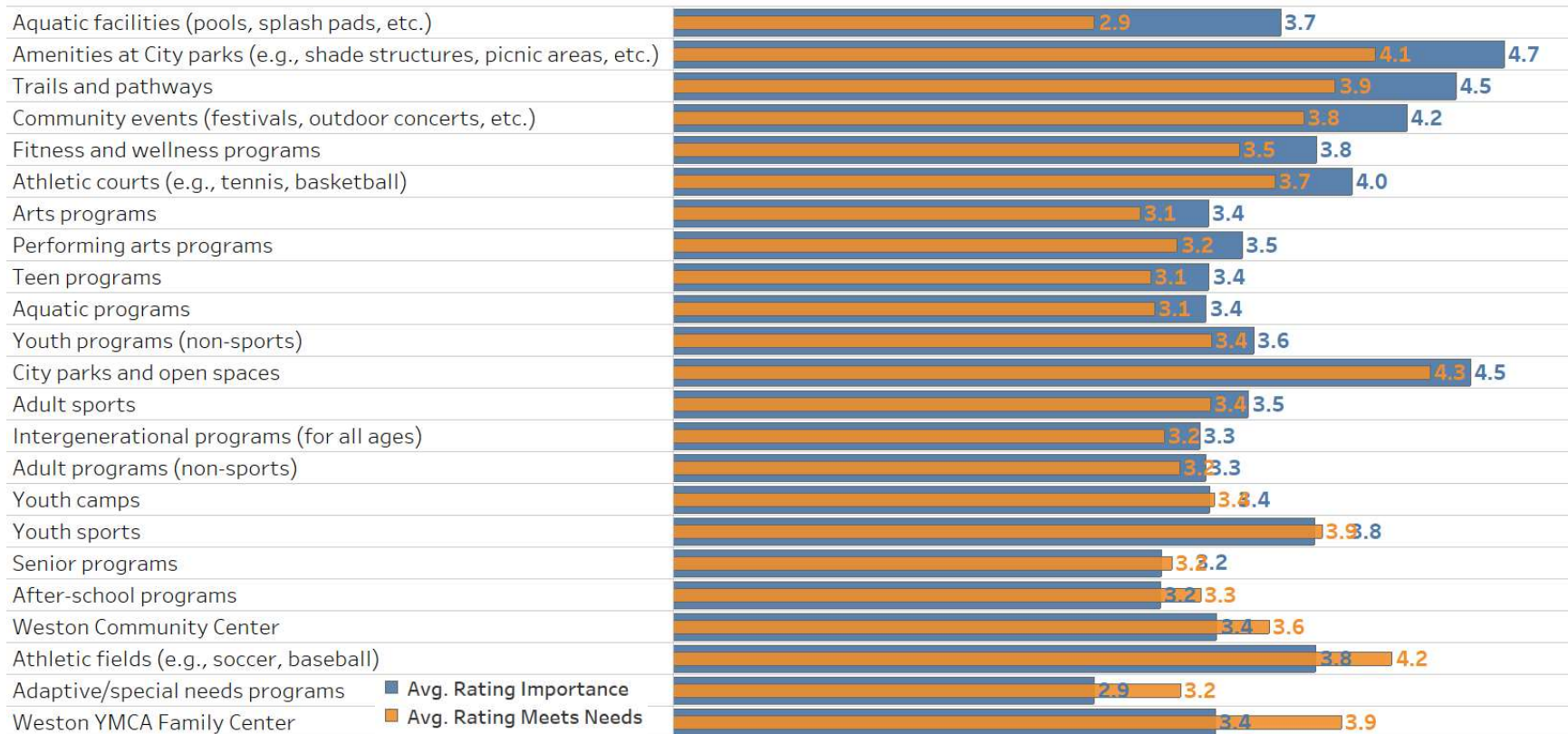
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



Categories sorted by difference between average importance and average rating.

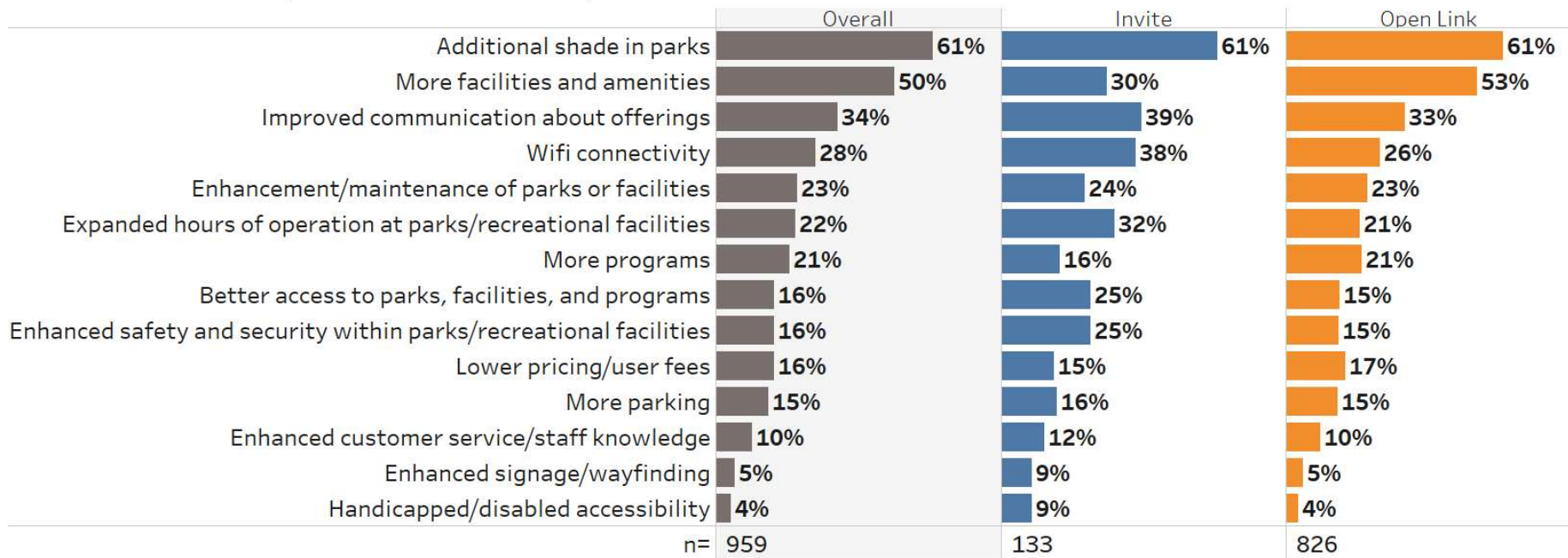
Source: RRC Associates



# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

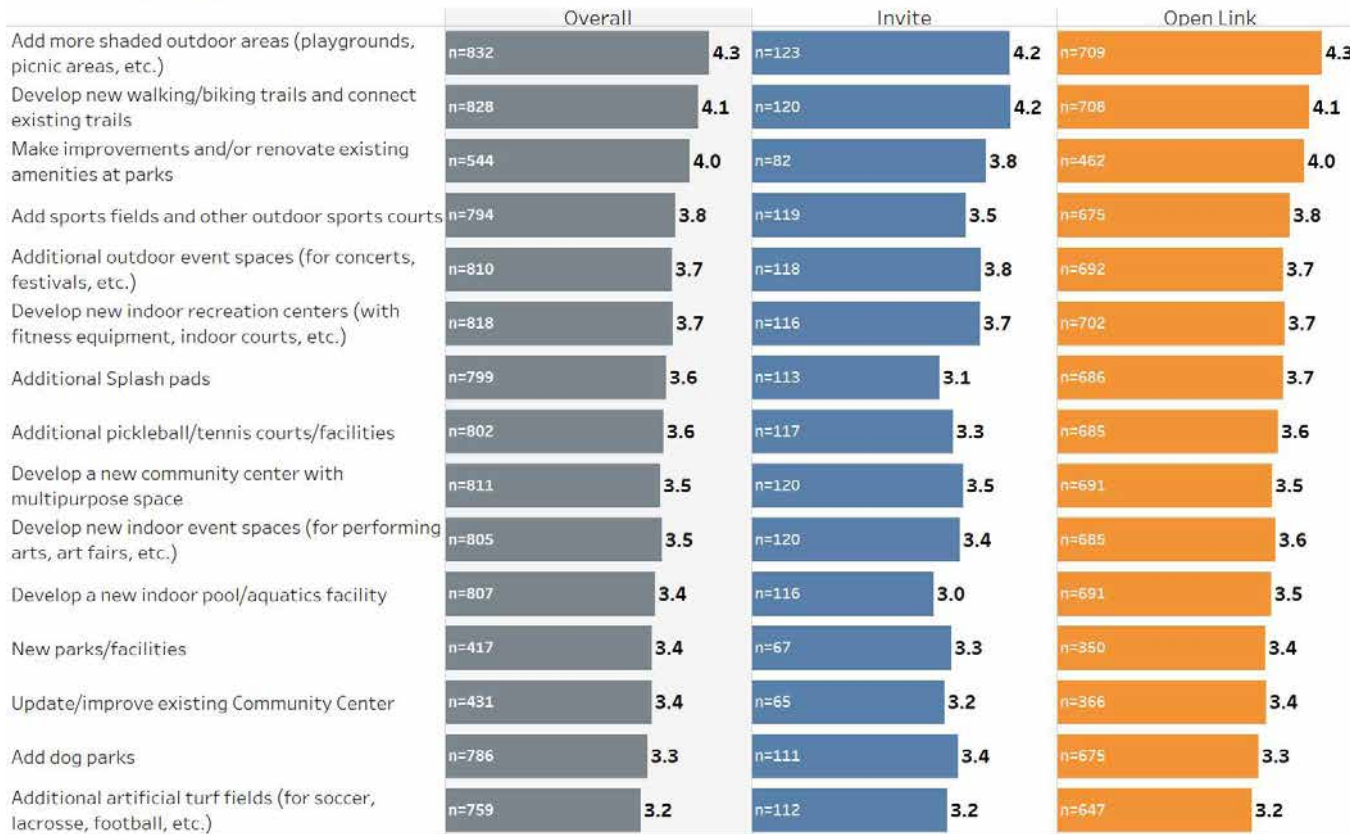
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates



# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

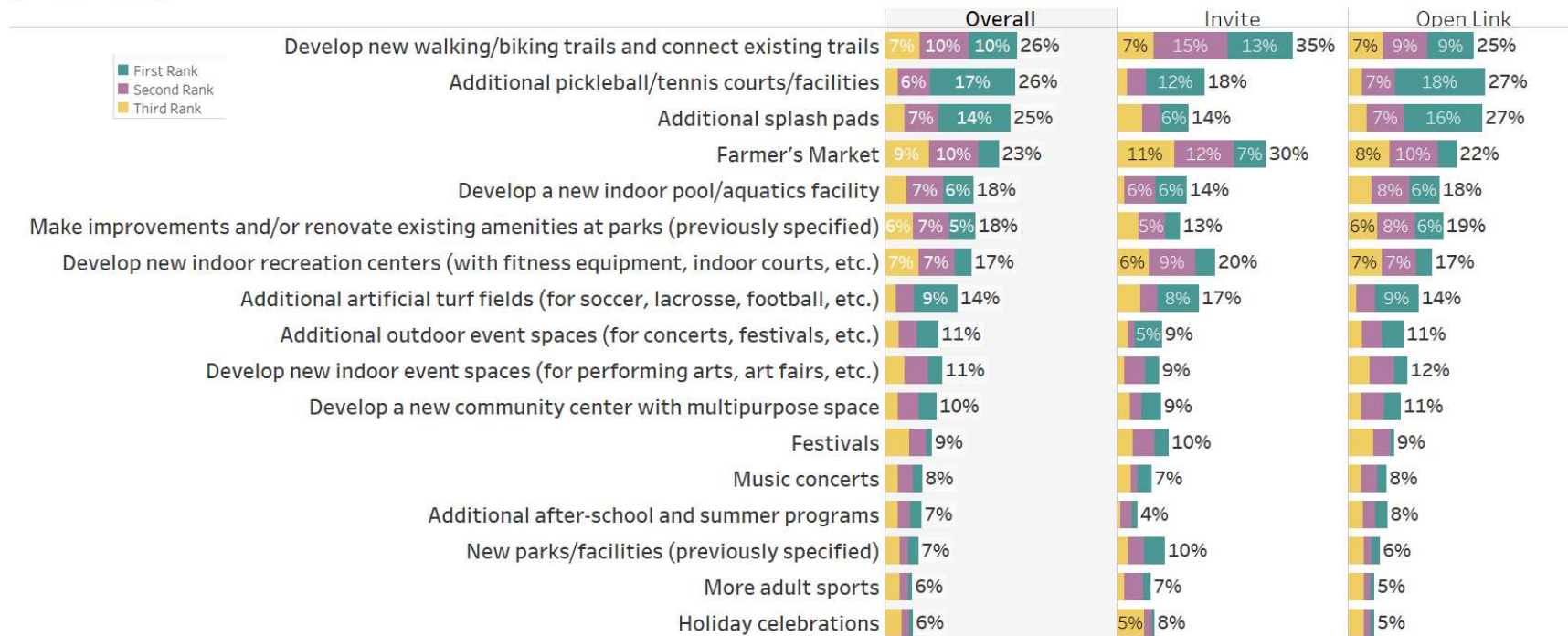
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



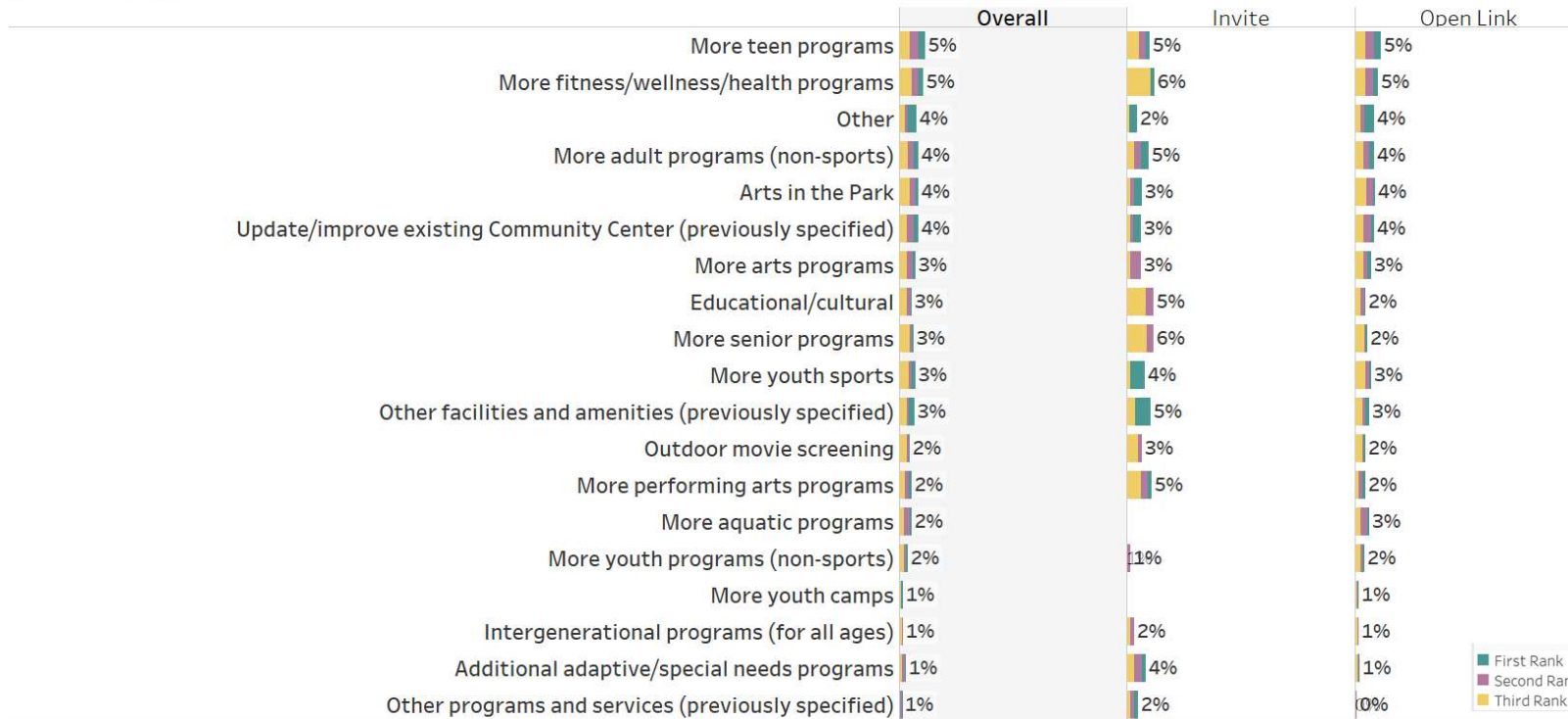
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

# Financial Choices

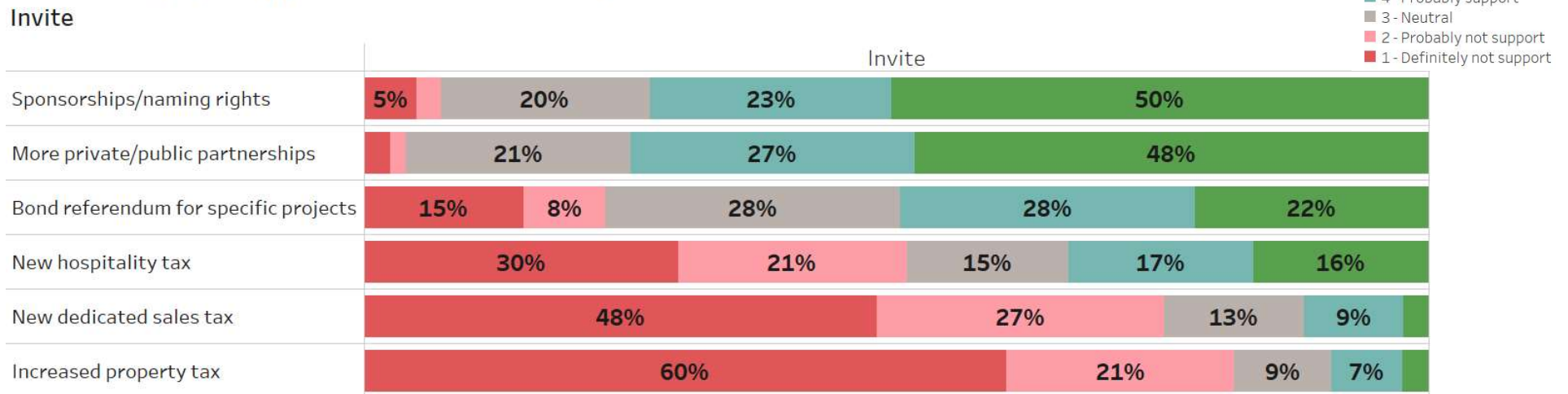




# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

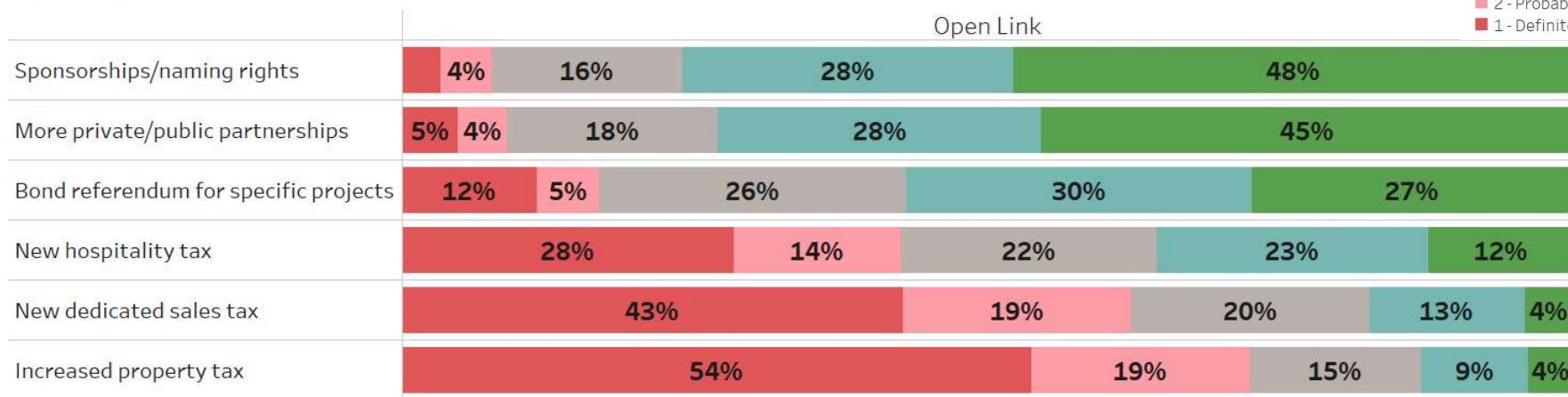
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

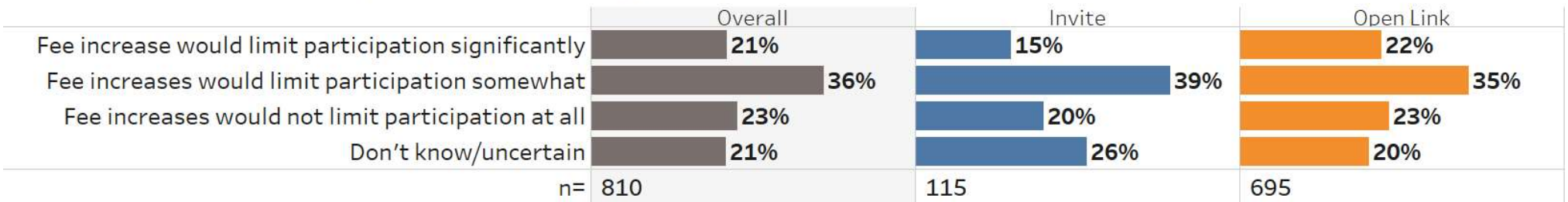


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

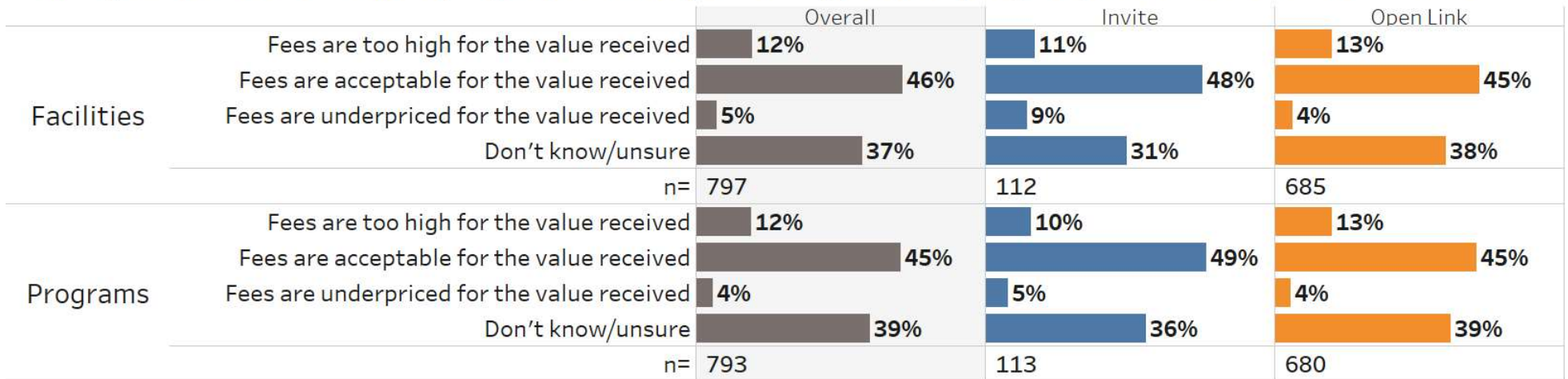


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



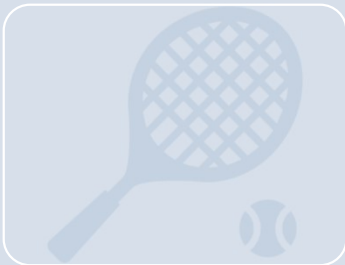
Source: RRC Associates



# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

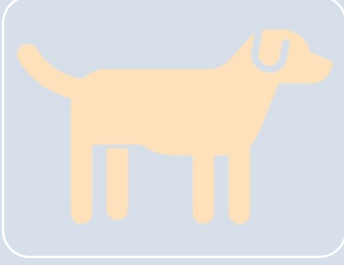
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

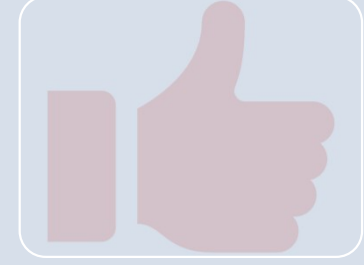
## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

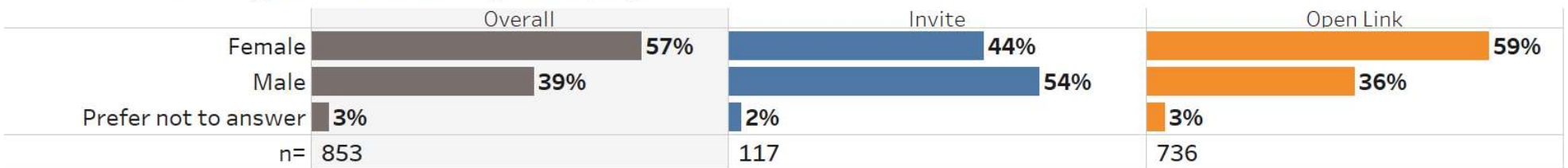
# Demographics



# Gender & Age

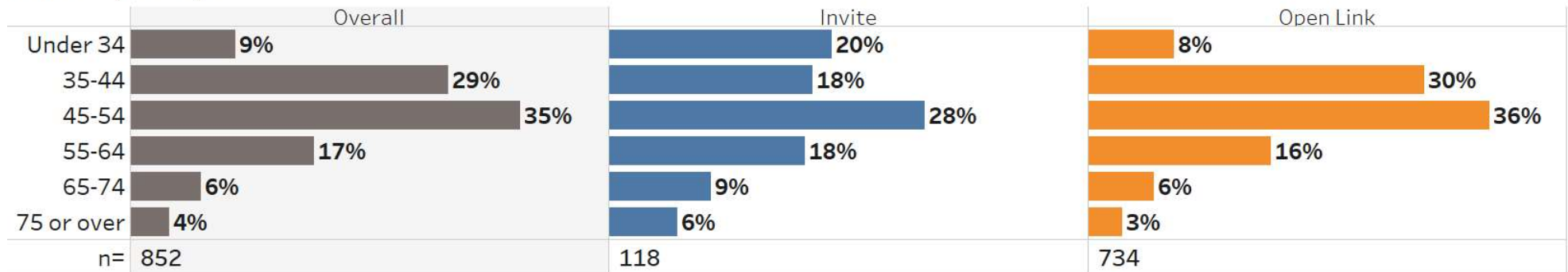
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

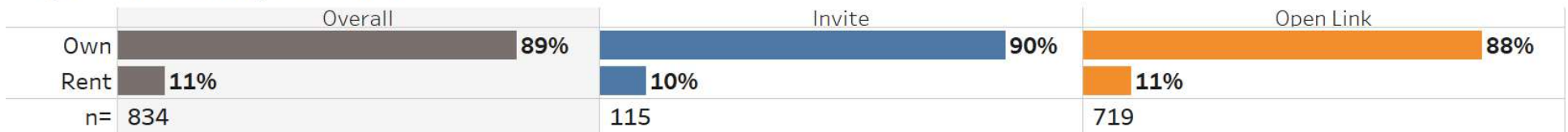
Source: RRC Associates



# Voter Registration Status & Dog Ownership

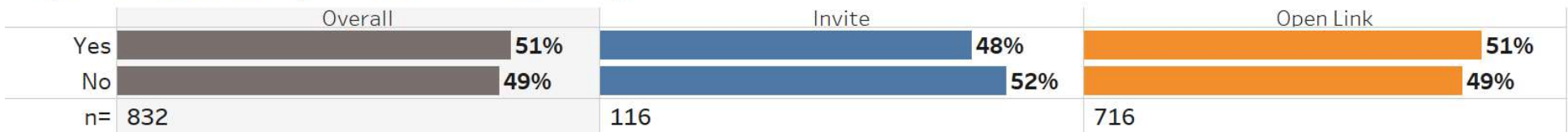
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

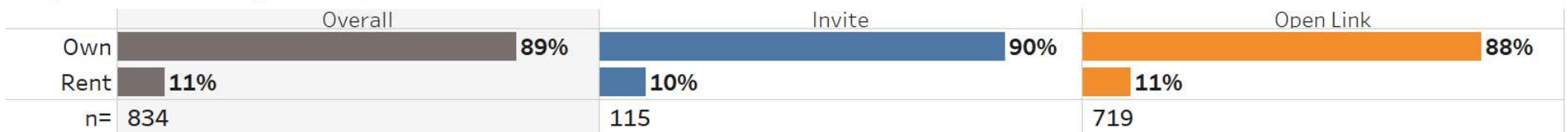


Source: RRC Associates

# Residence Ownership & ADA Needs

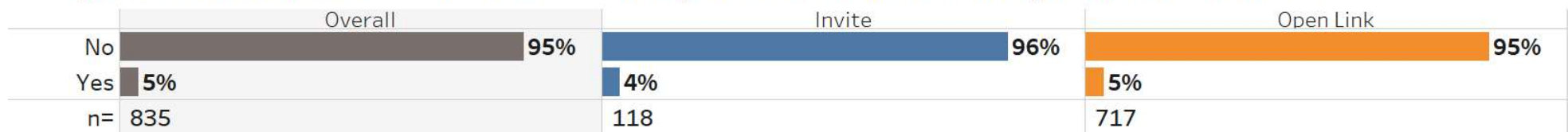
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

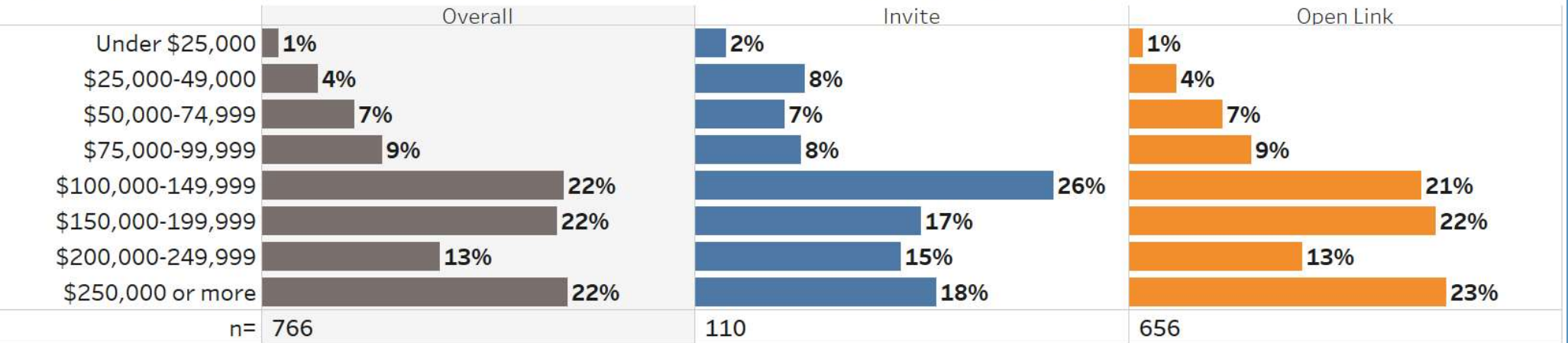
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates





RRCAssociates.com  
303-449-6558

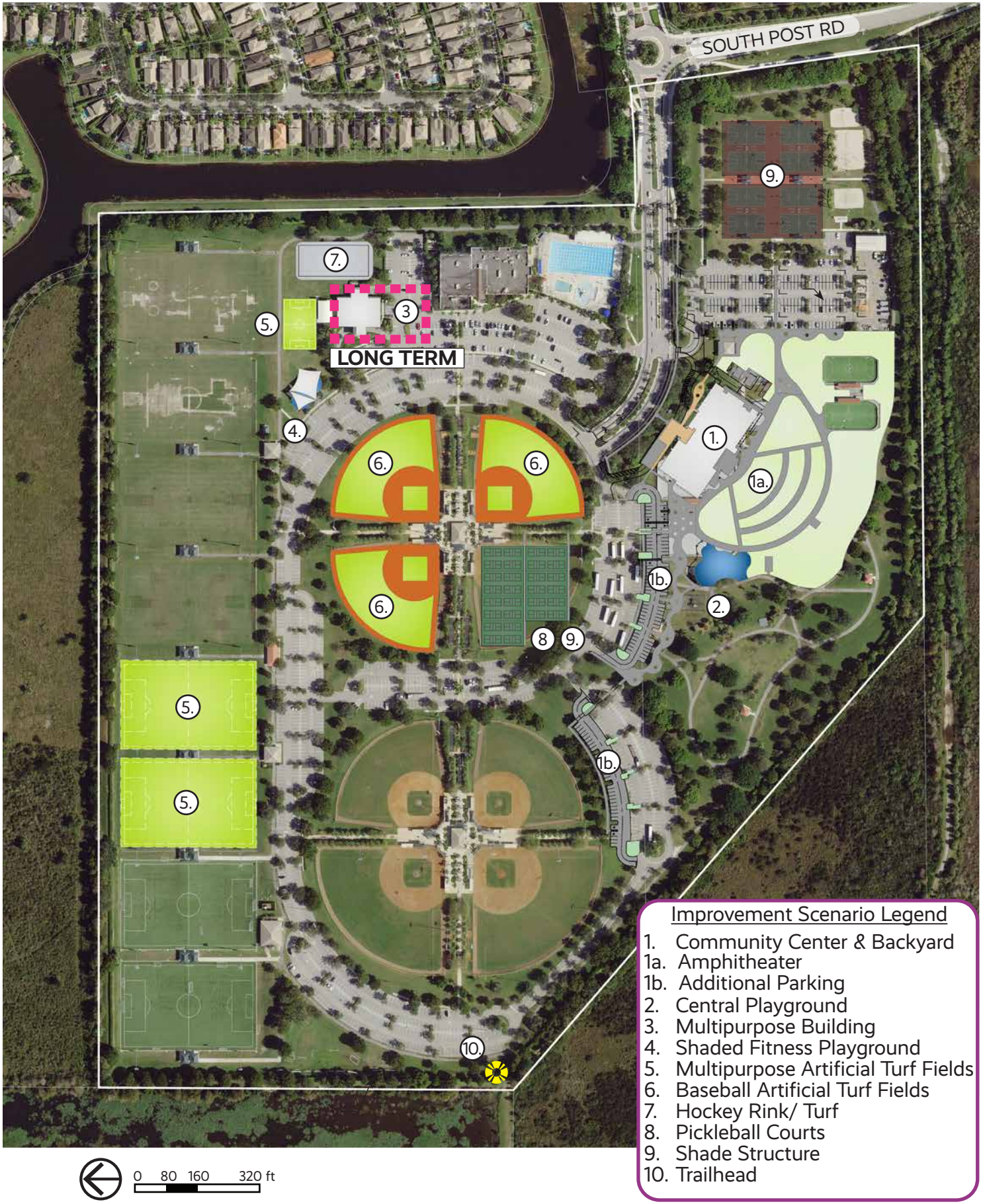
RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303







## Regional Park Improvement Scenario (Mid-Term) & (Long Term)







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Karl C. Thompson, P.E.	Assistant City Manager/COO
Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
Denise Barrett-Miller	Director of Communications
Pam Solomon	Assistant Director of Communications

## **MILLER LEGG**








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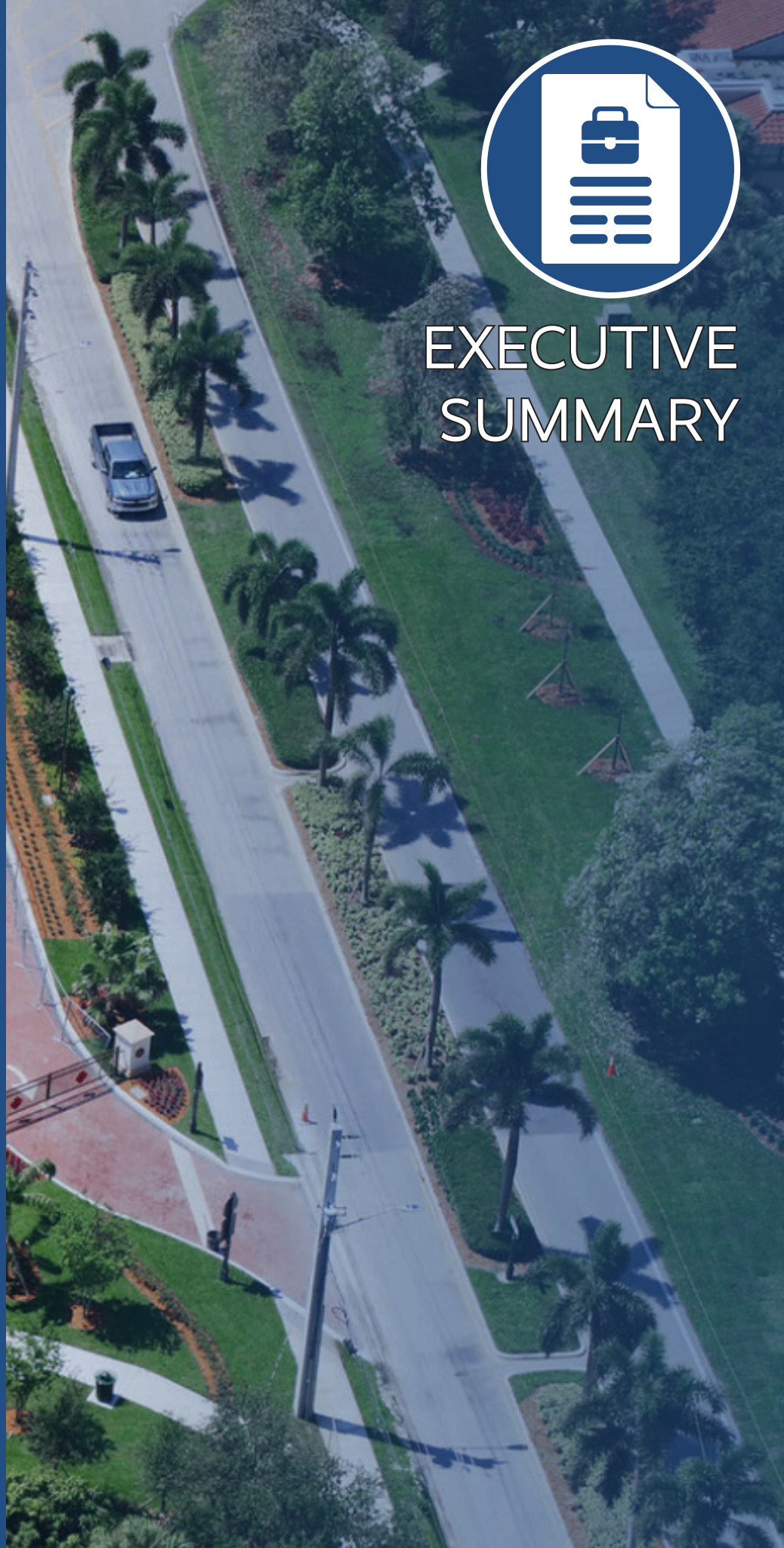
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY







## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







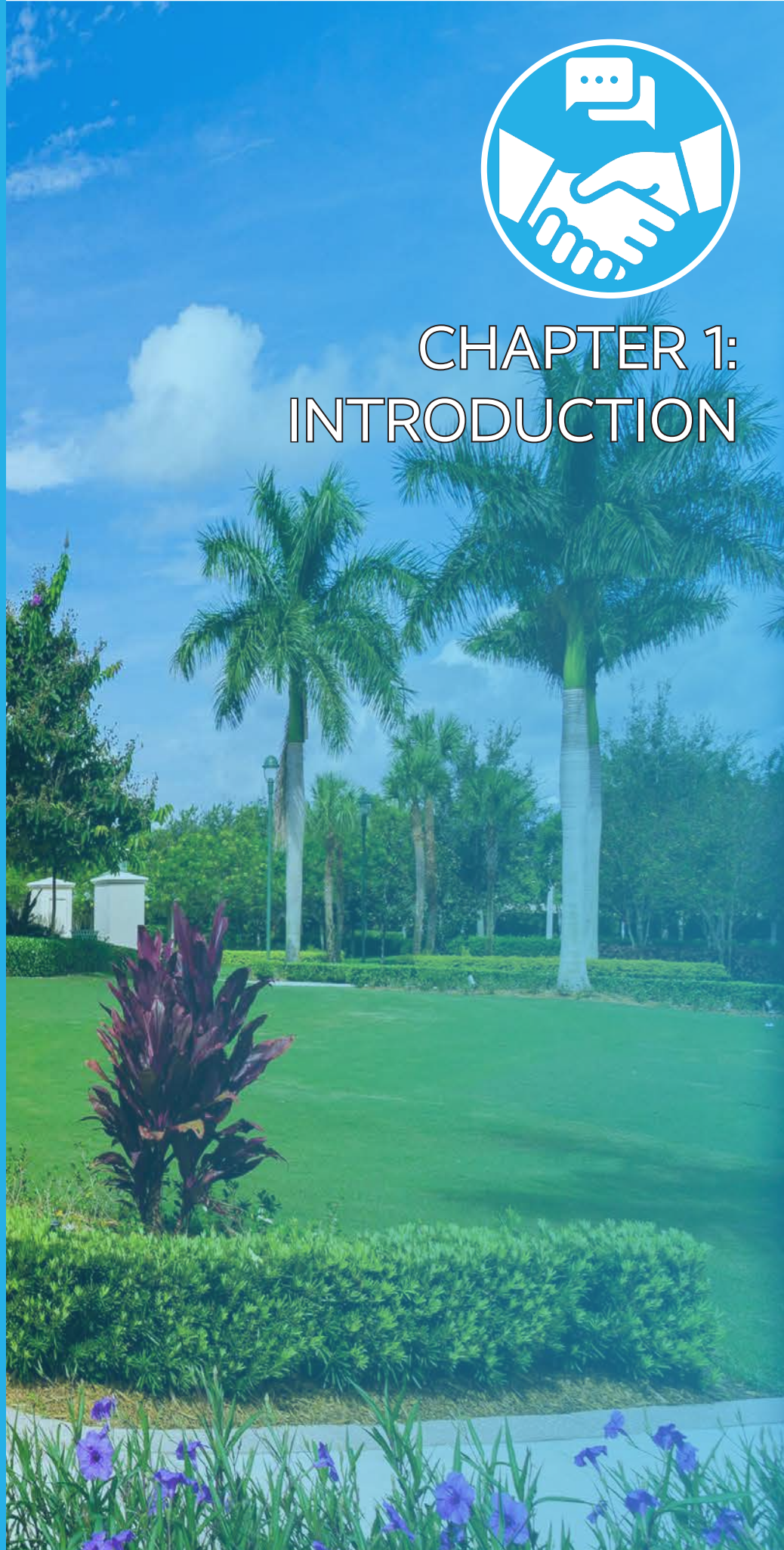
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION







## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand



the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure 1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

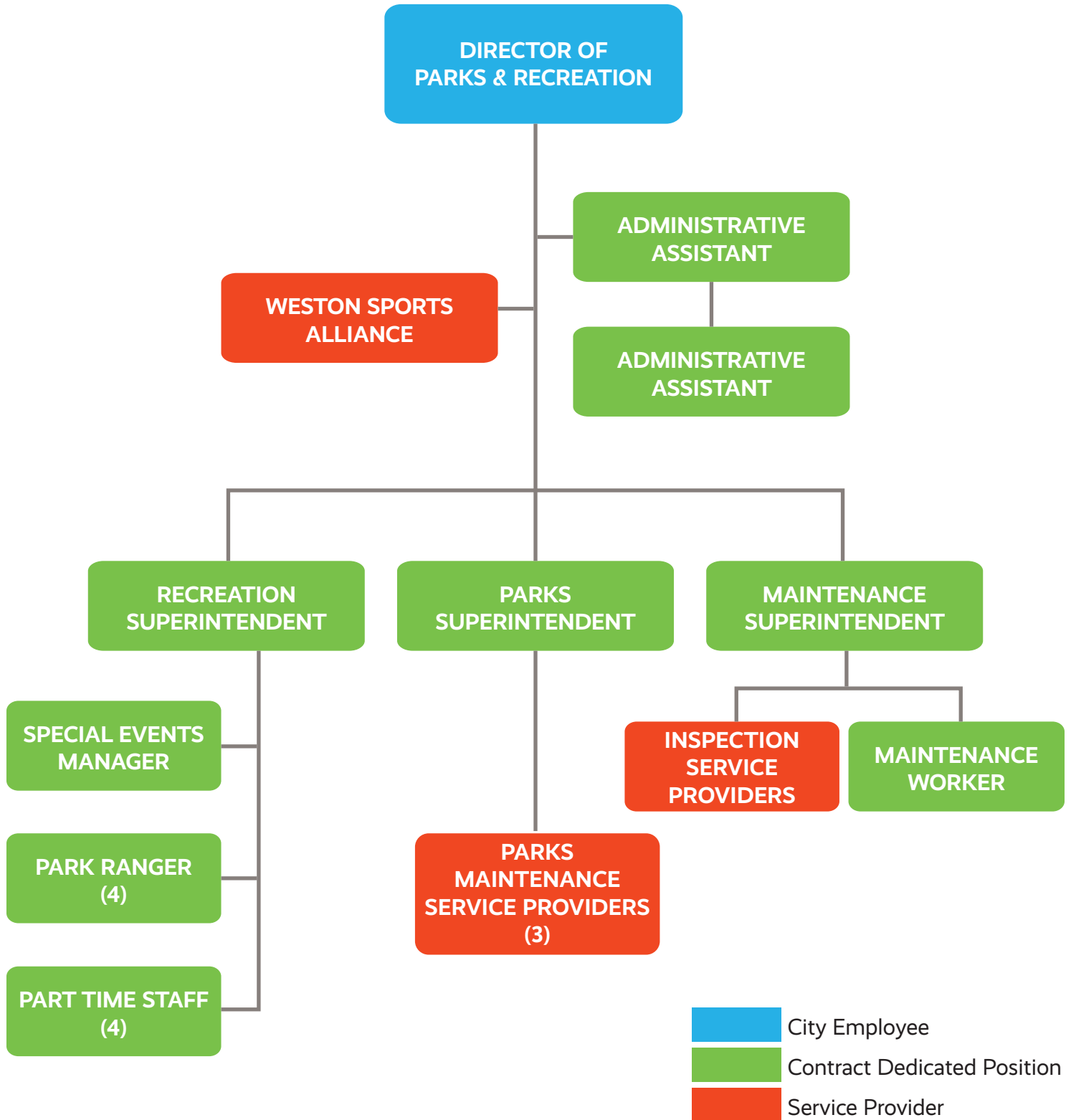


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

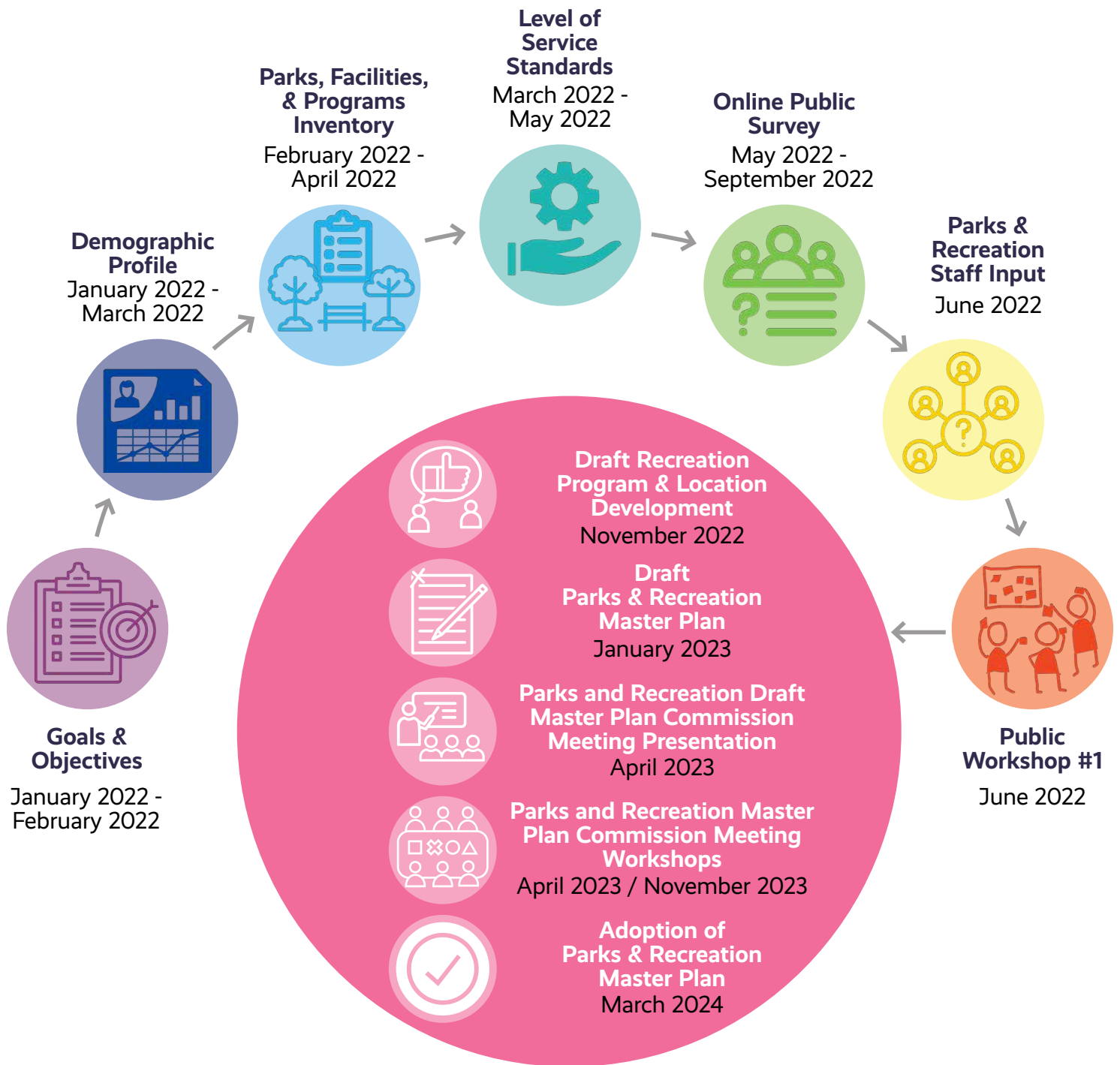


Figure1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

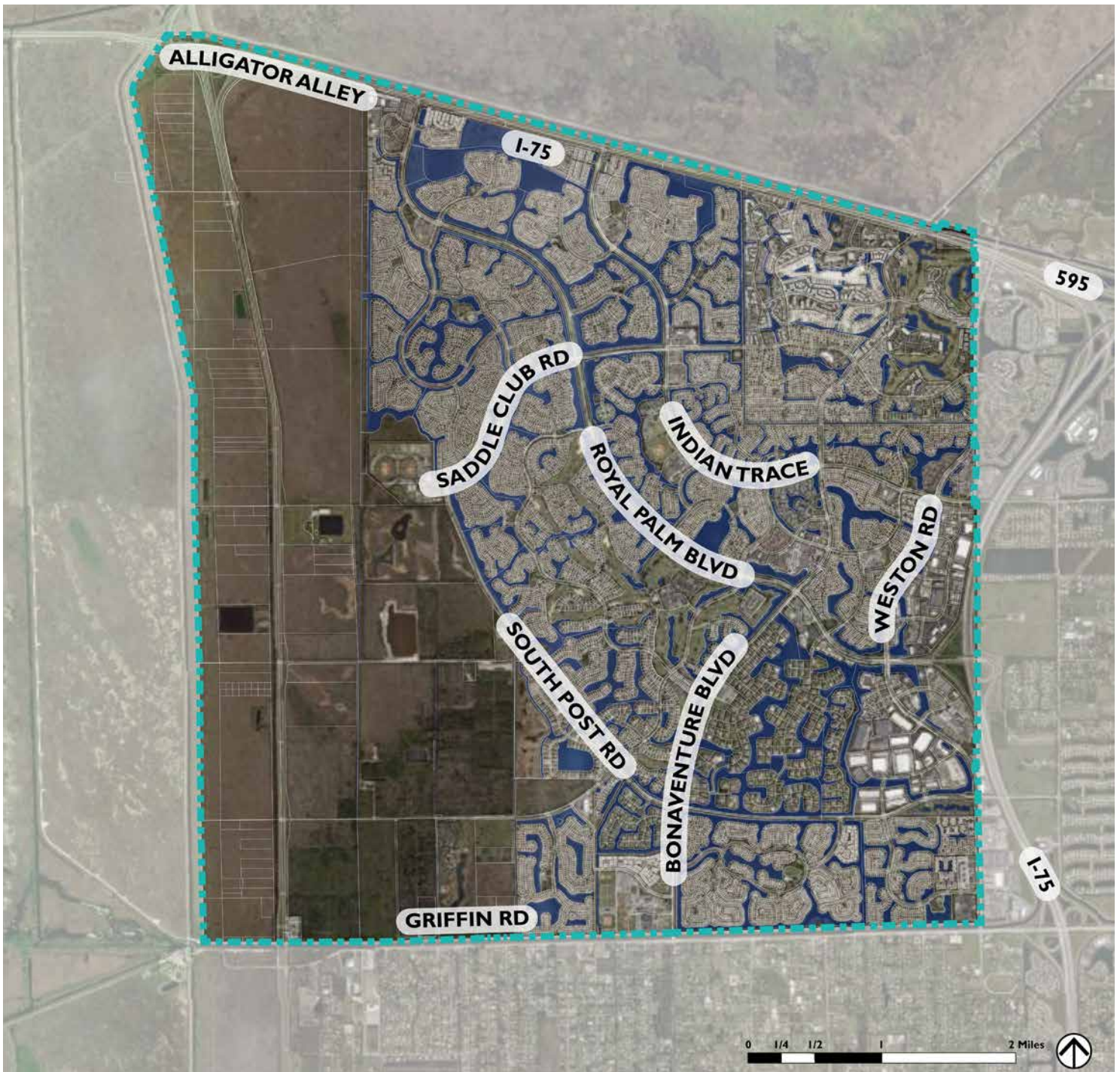


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022



### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

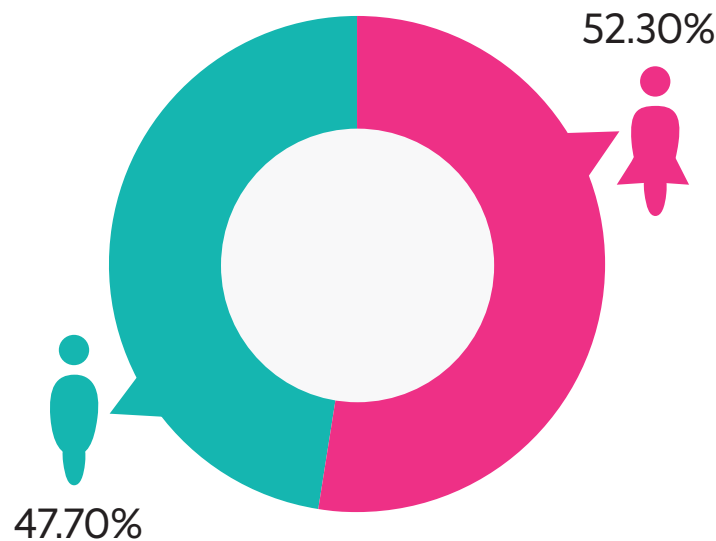


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

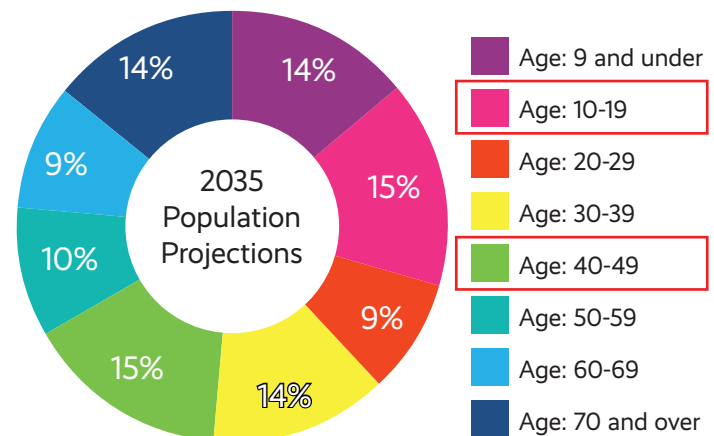
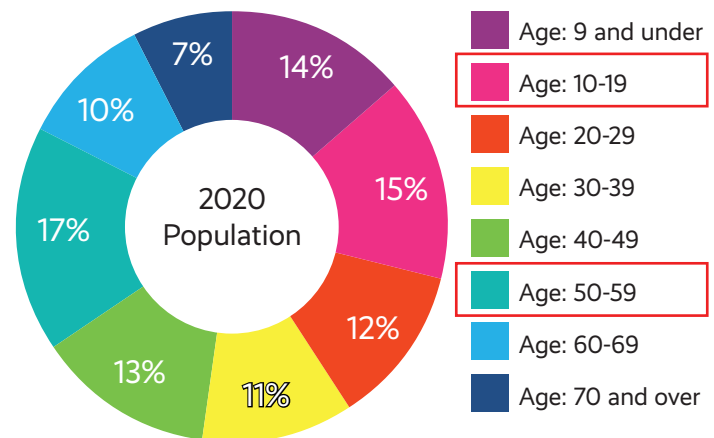


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

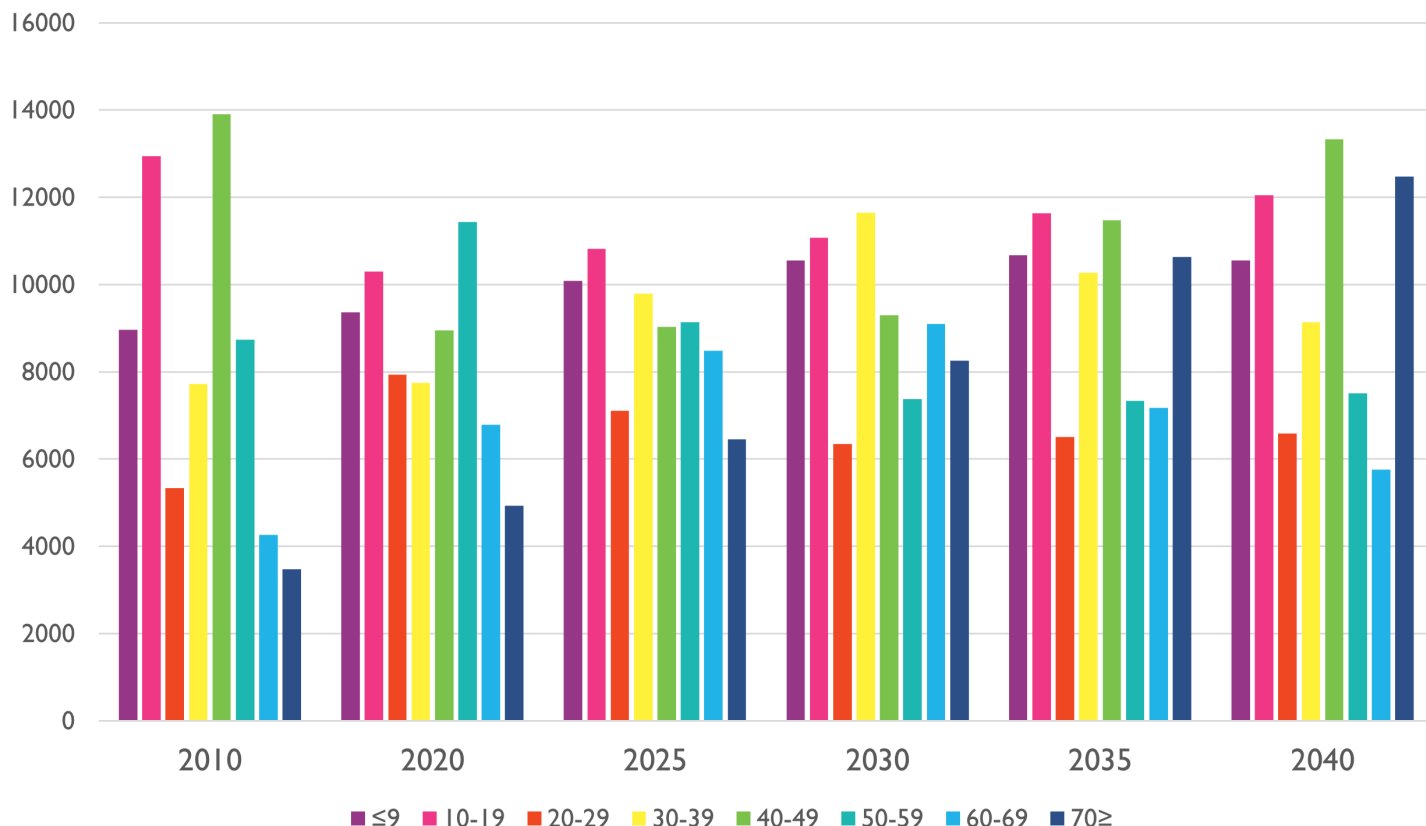


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

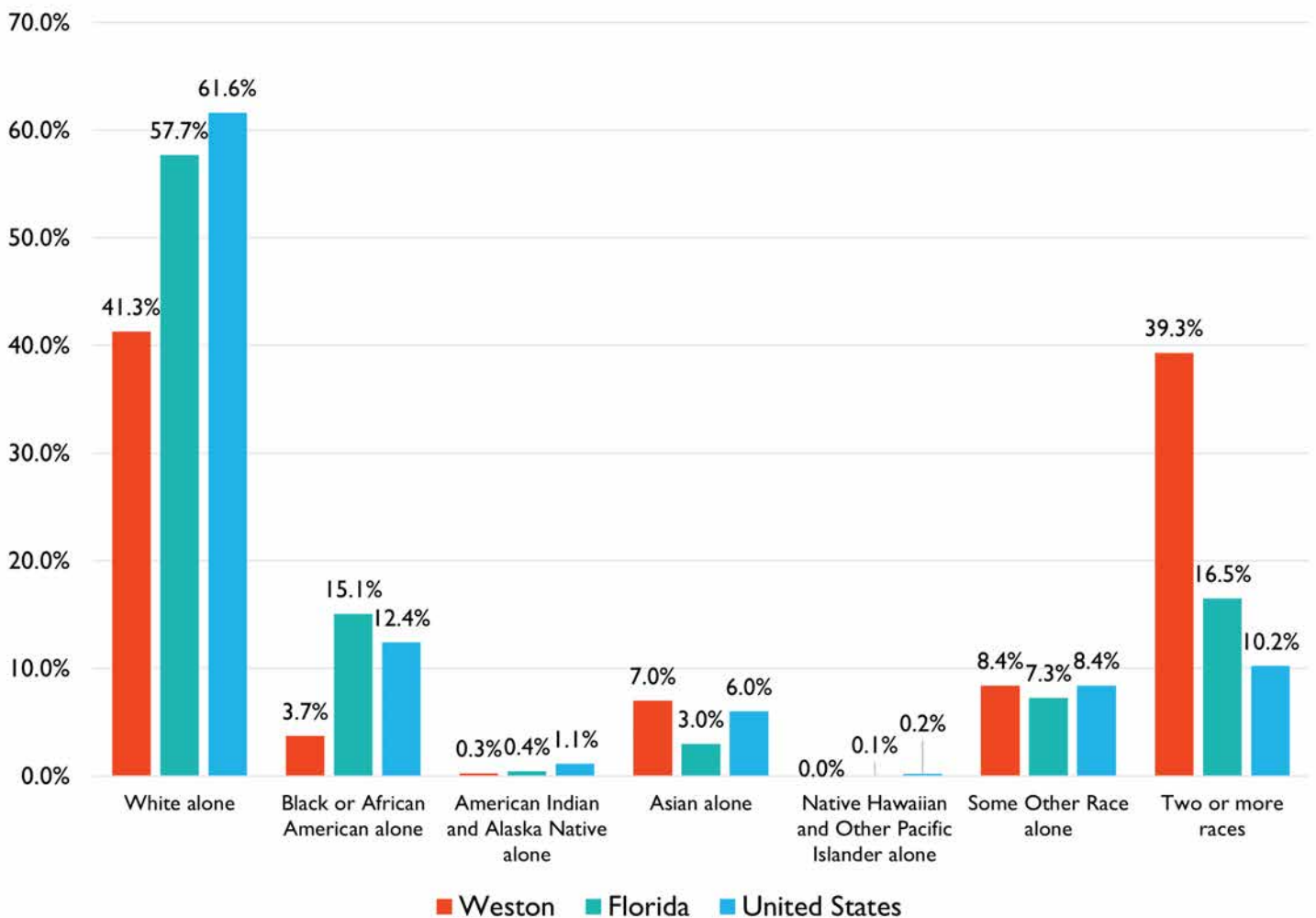


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

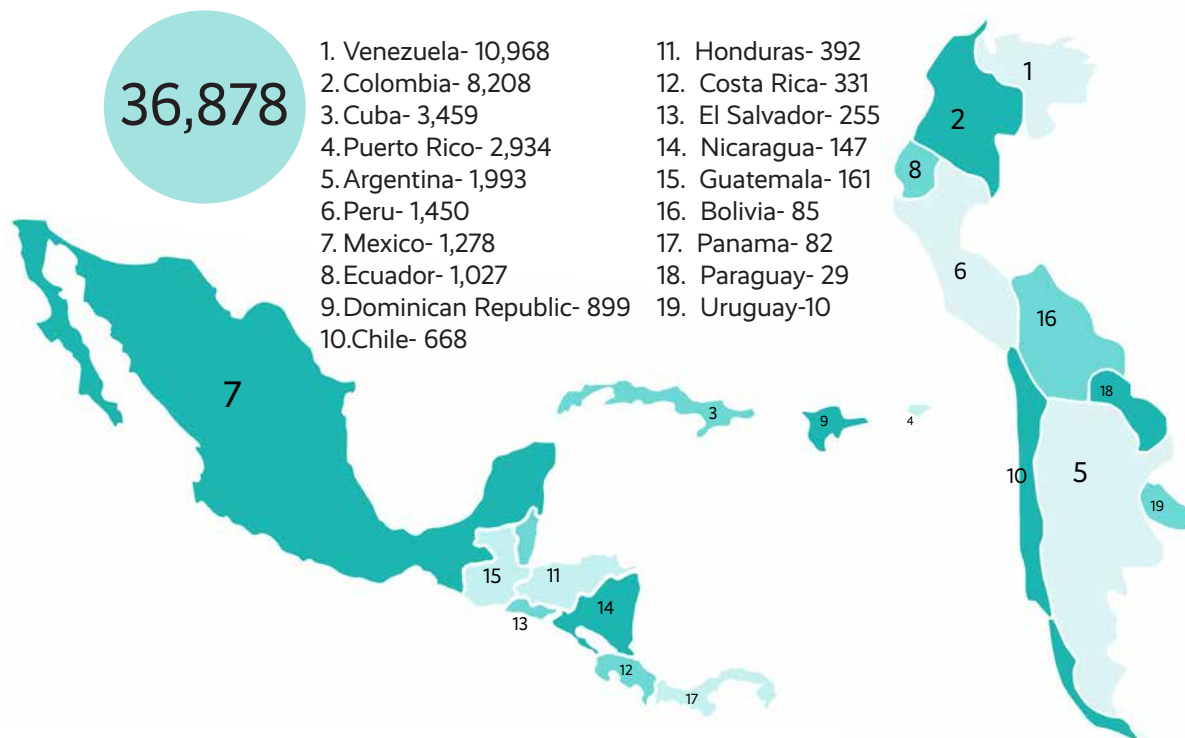


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.



### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

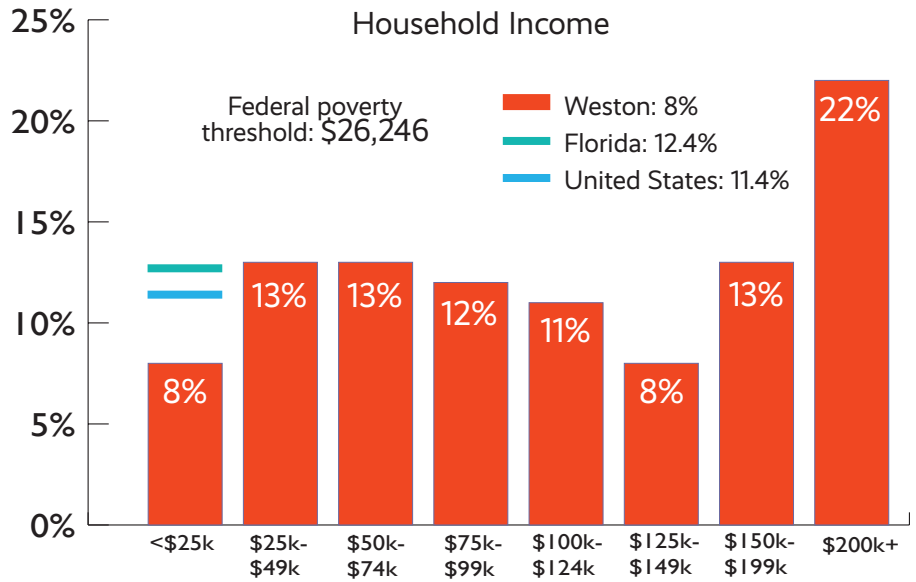


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

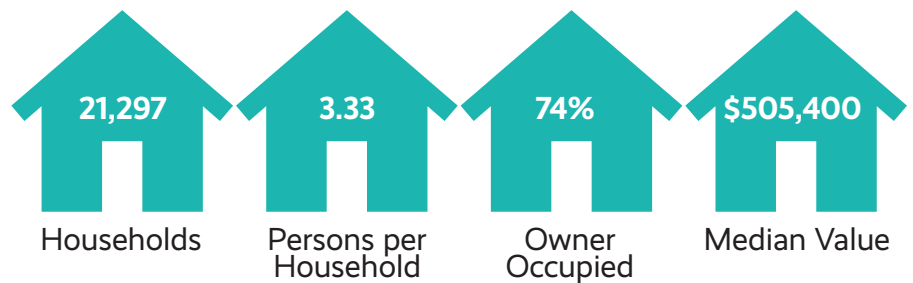


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

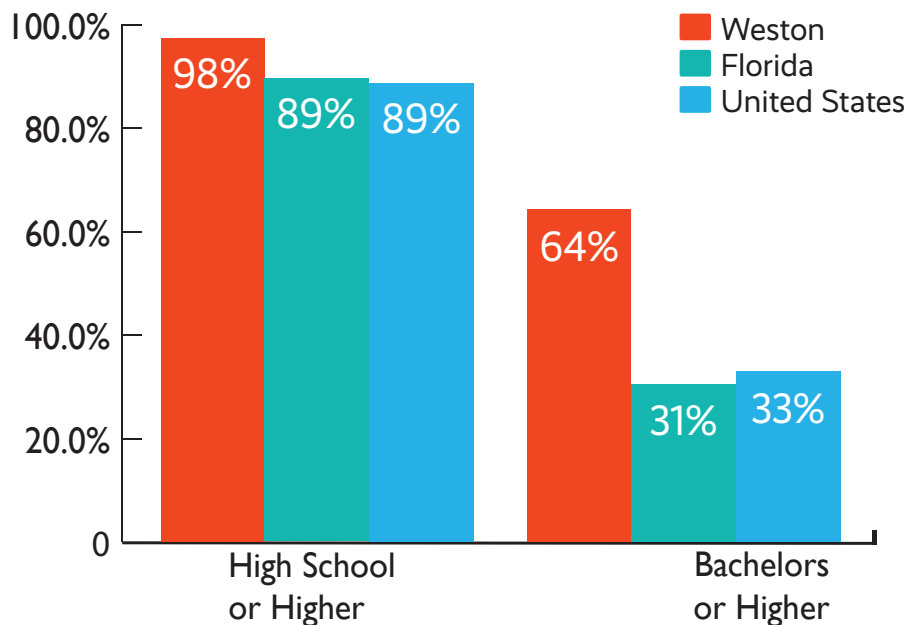


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

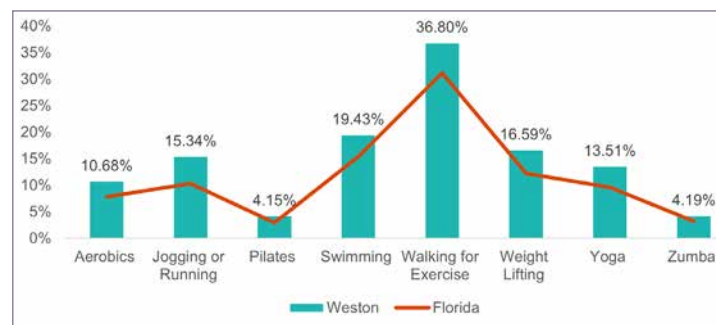


Figure 2.15: Adult Participation in Fitness Activities

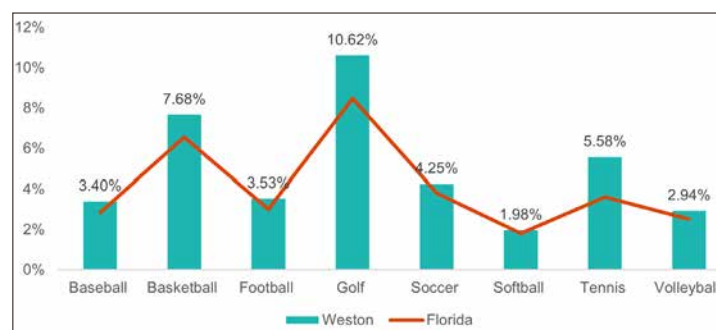


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)





### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

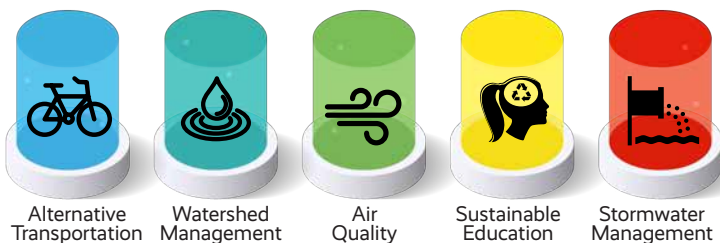


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

## Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

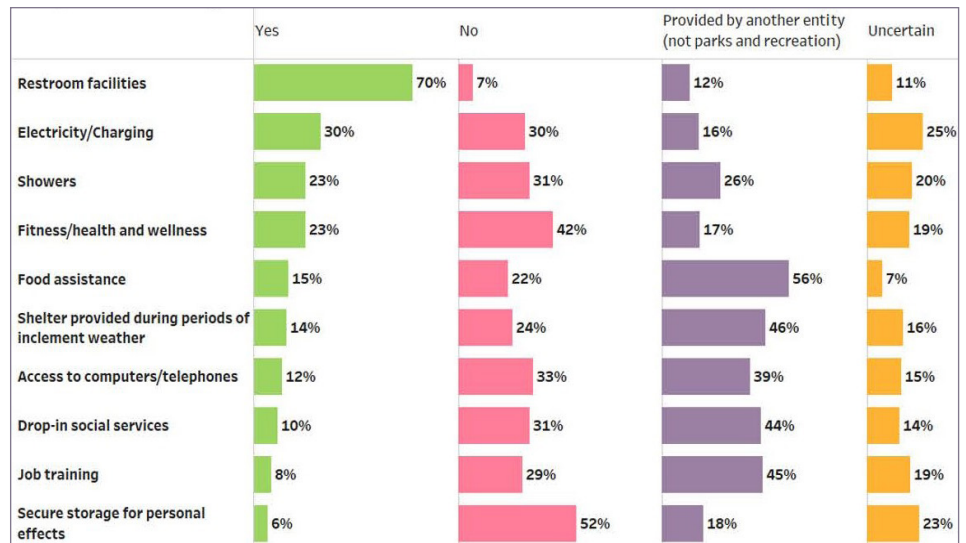


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.







is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

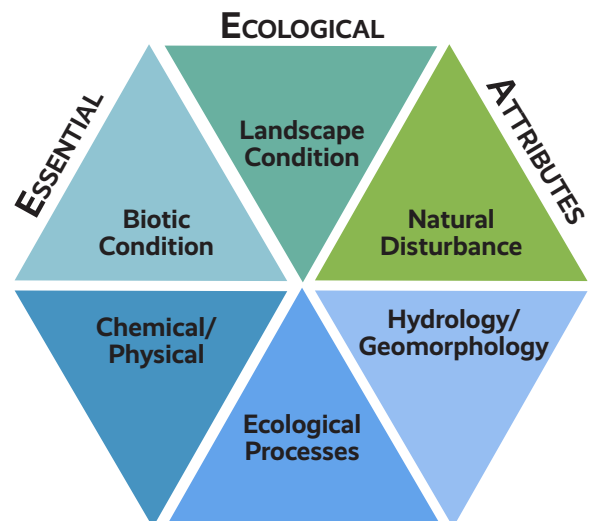


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

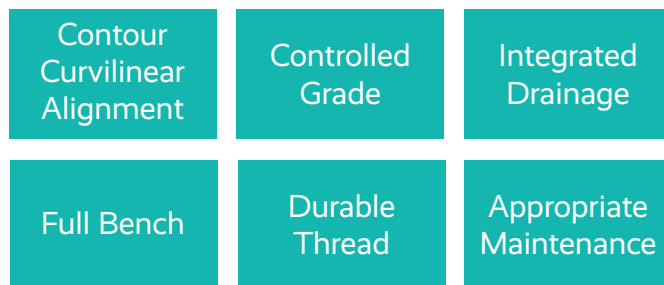
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

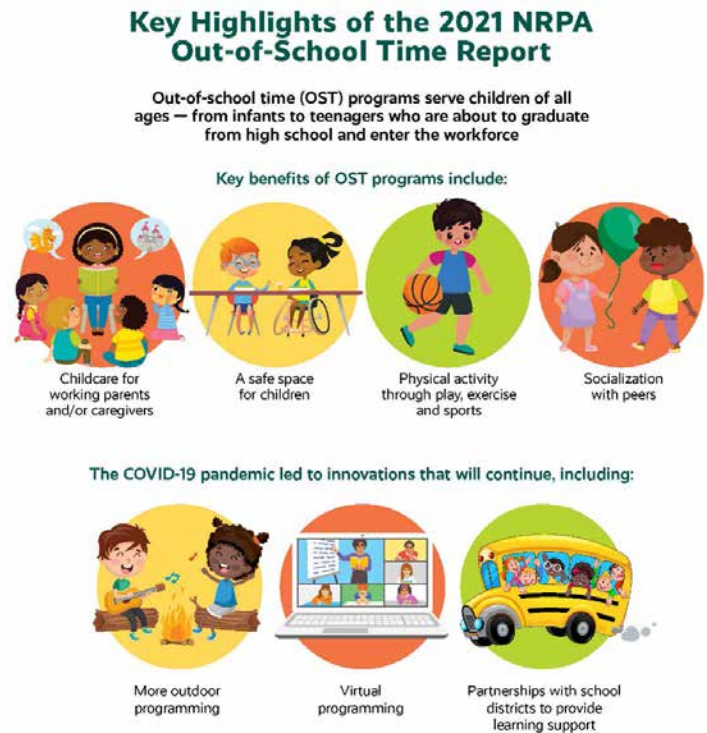


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report





## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

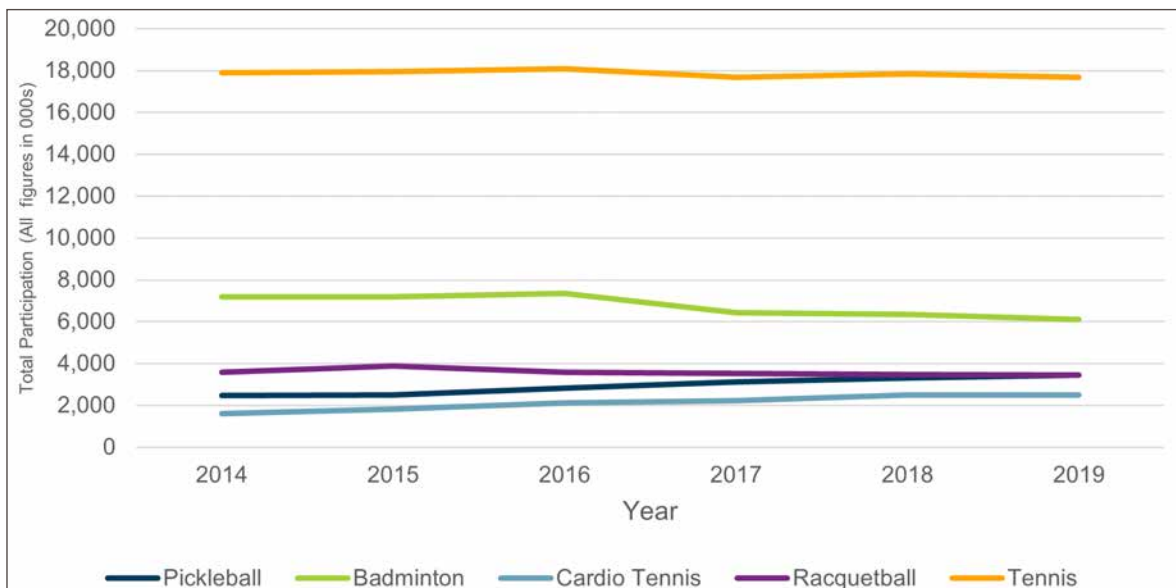


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)





### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

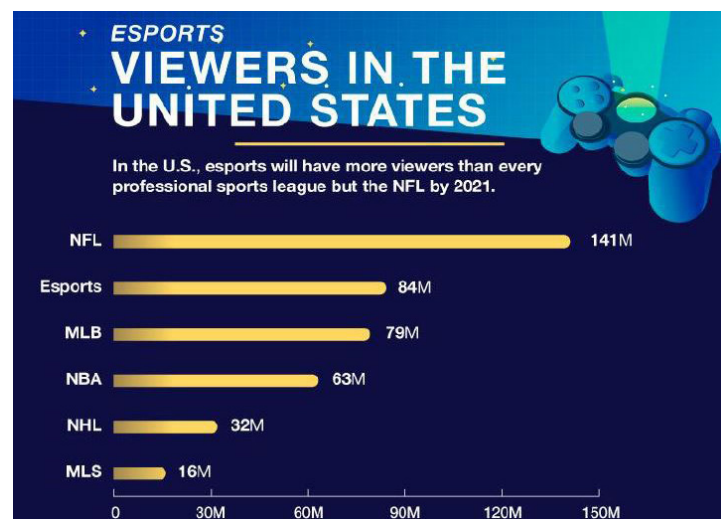


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

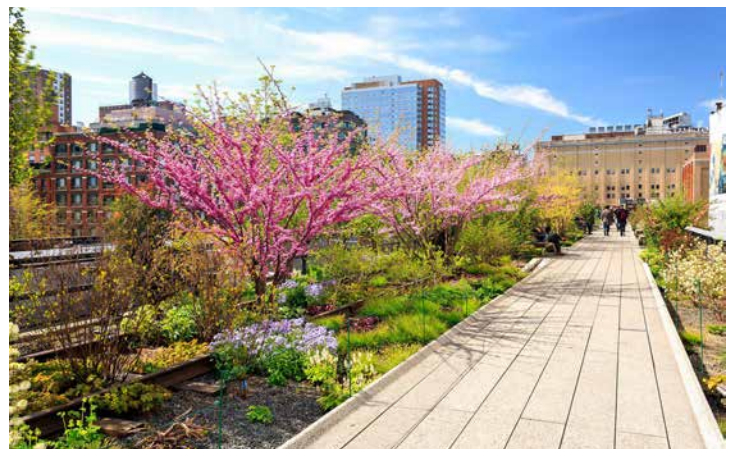


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1										1						
Country Isles Park	4.21										1				1	1						
Eagle Point Park	7		2								1				2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6											1										
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6		1		8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







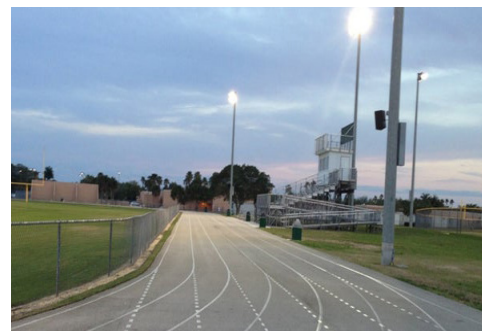
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement







### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.





City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



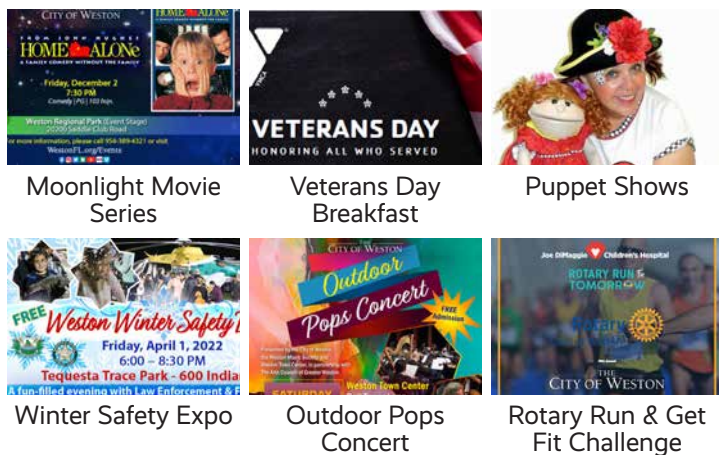
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation







## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

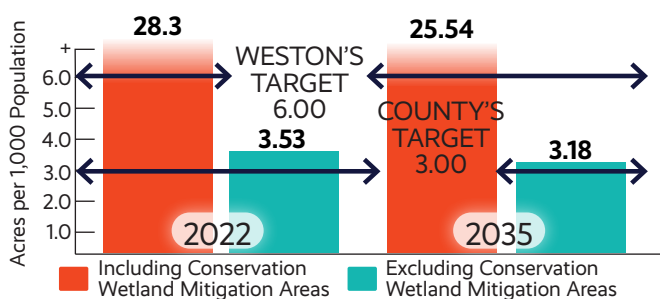


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

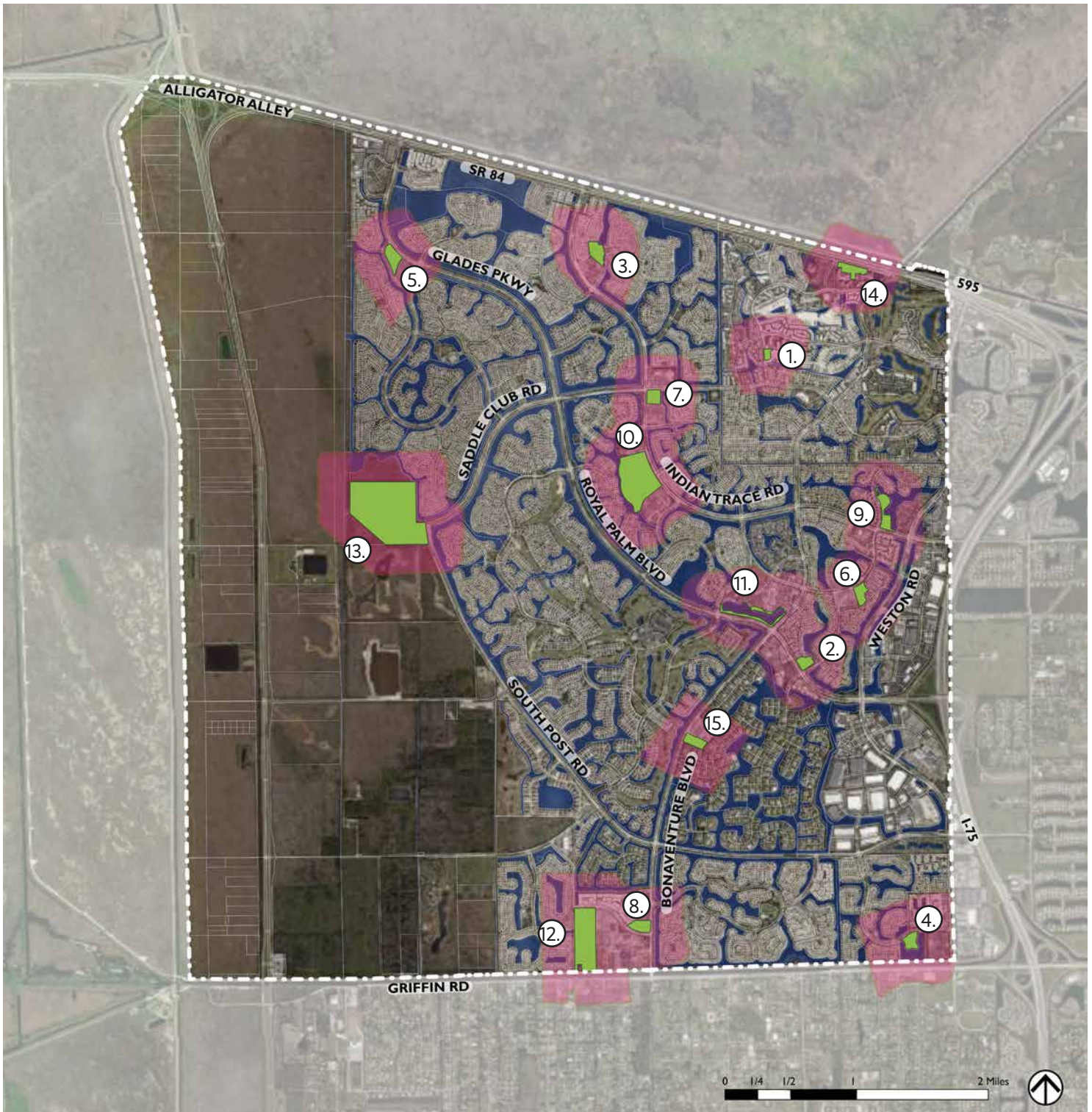
The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.




The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.



## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

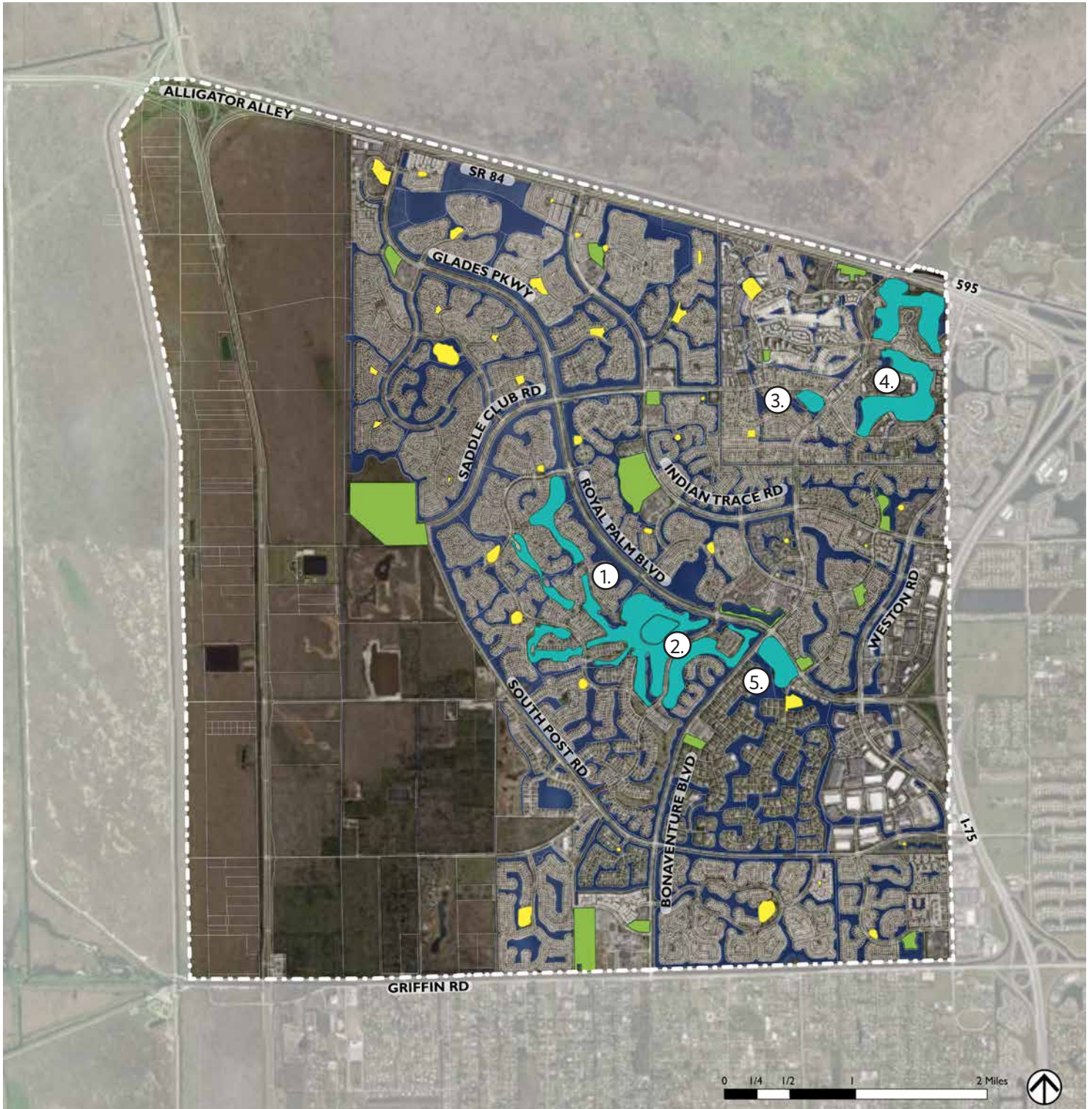
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|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)





## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

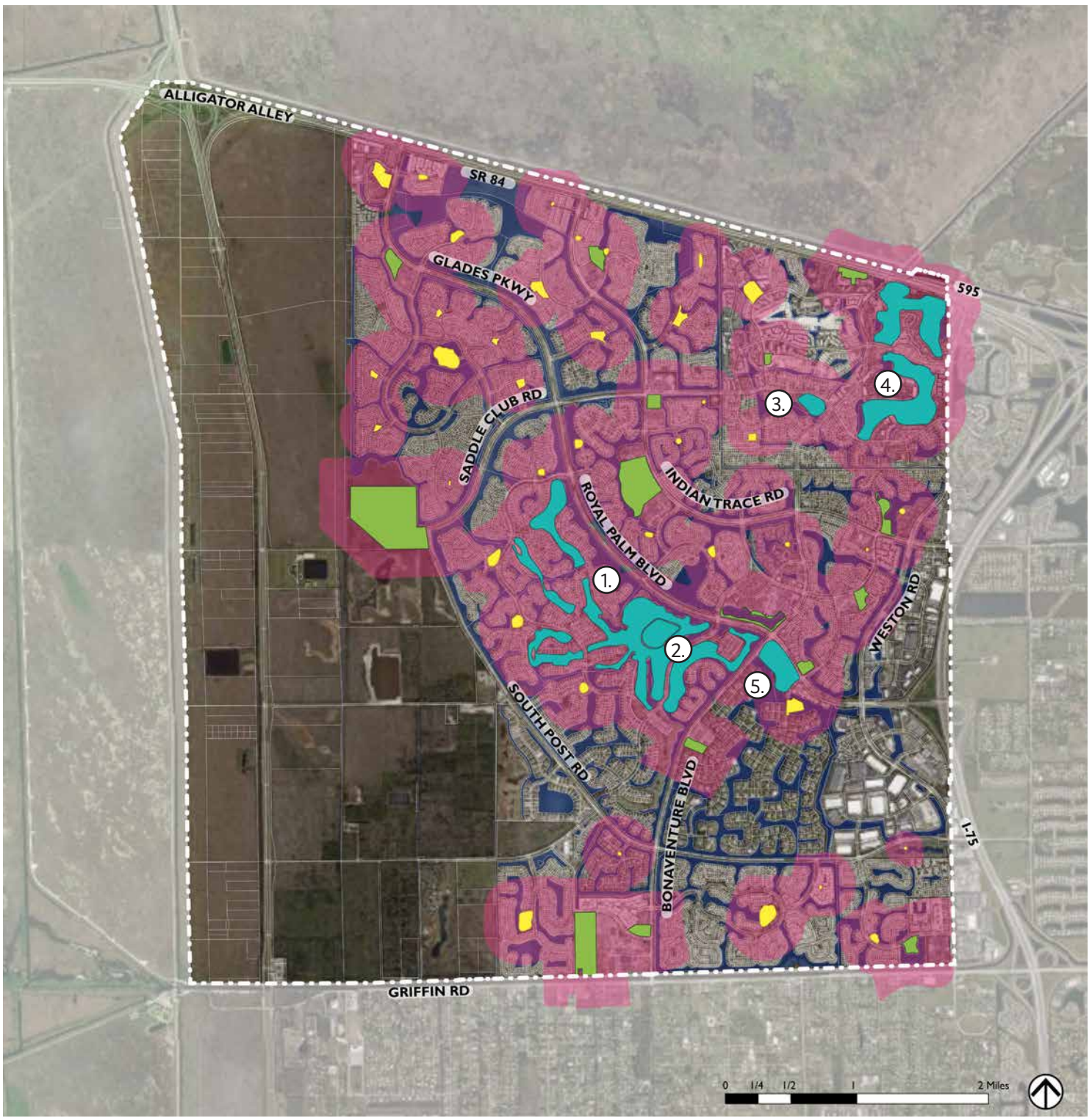
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

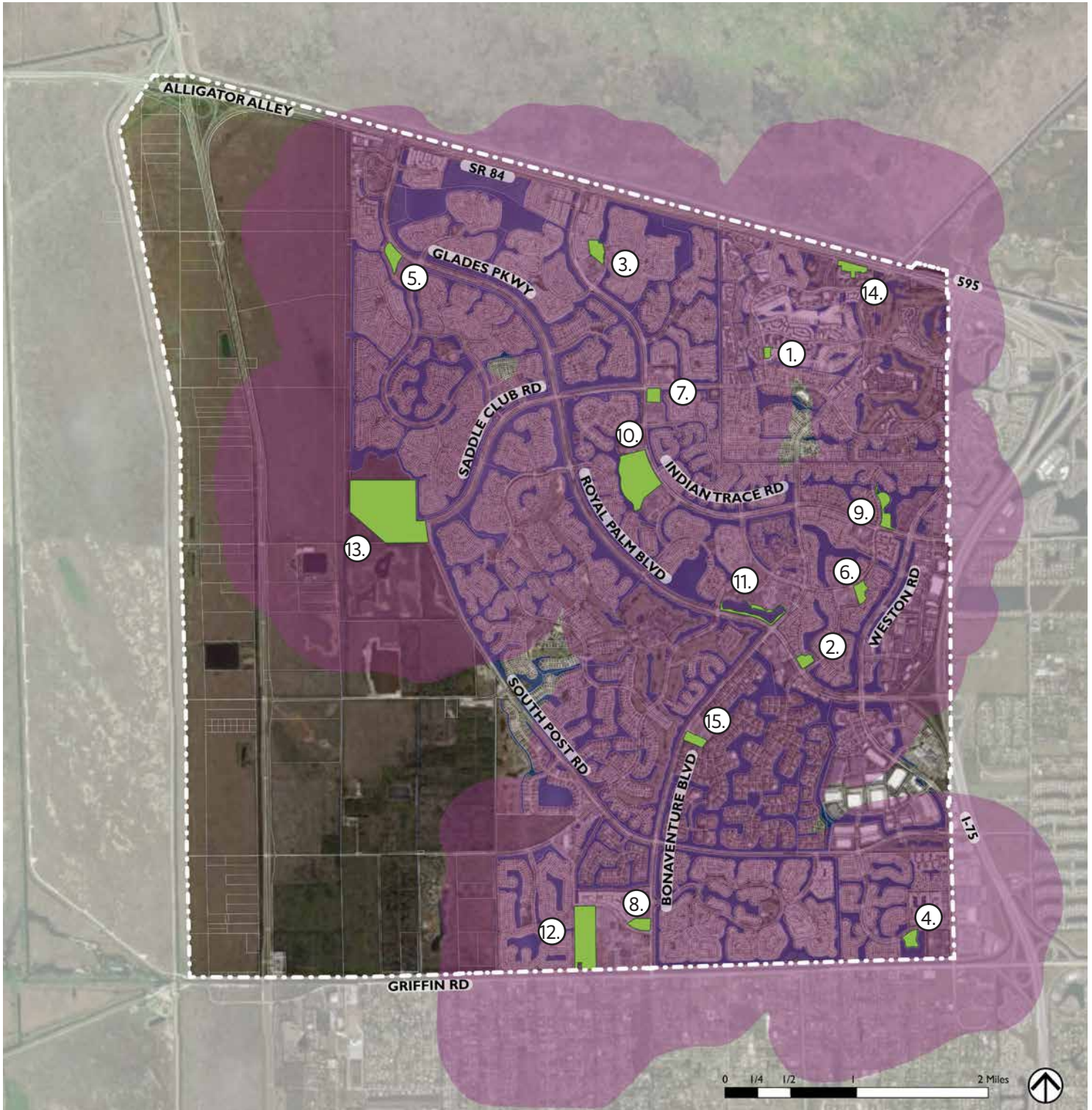
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








Park Bikeability (6-min Parkshed)



LEGEND:

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

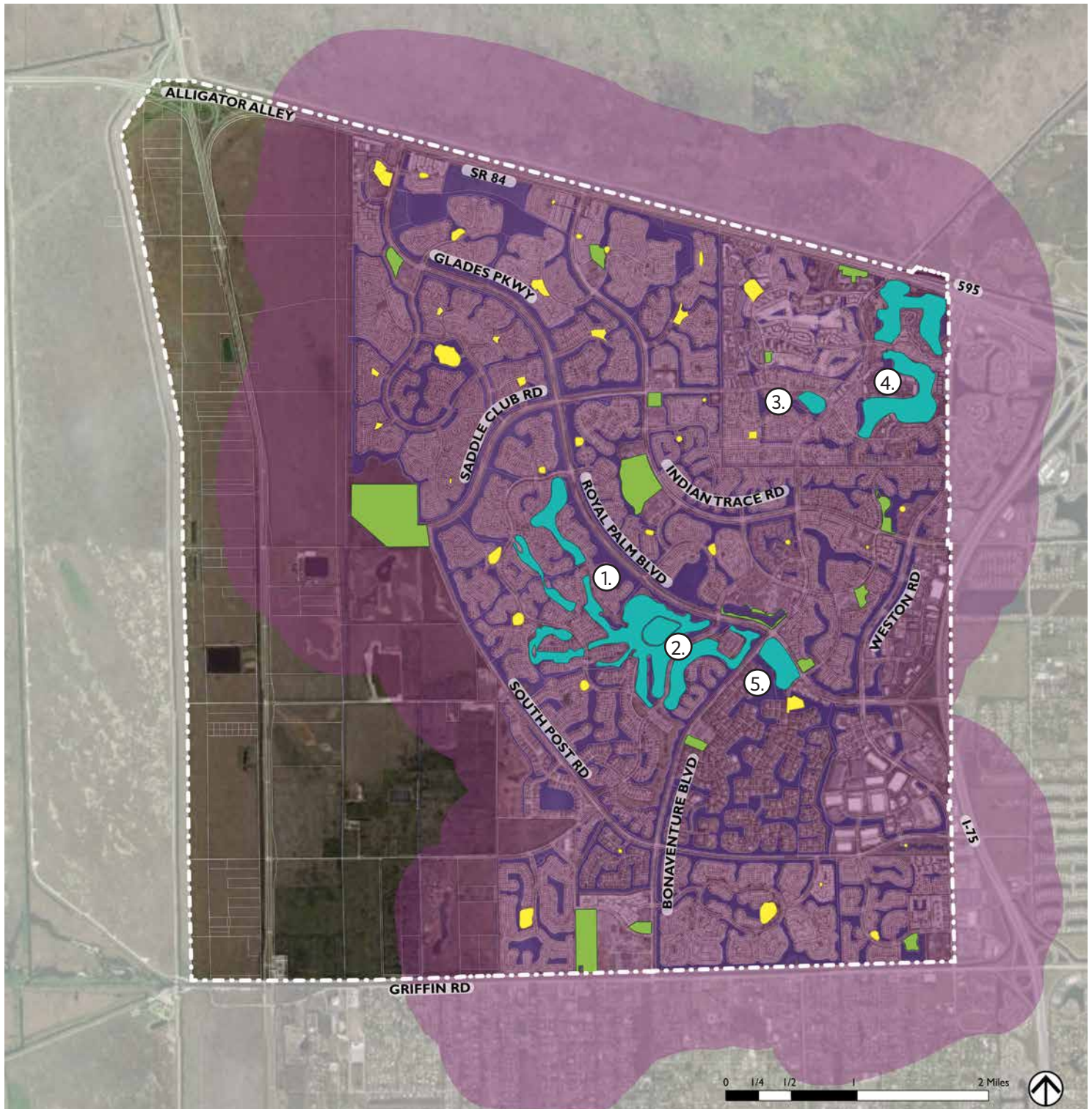
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.14: Park Bikeability (6-min Parkshed)





## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities

- City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #c6e0b4; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study

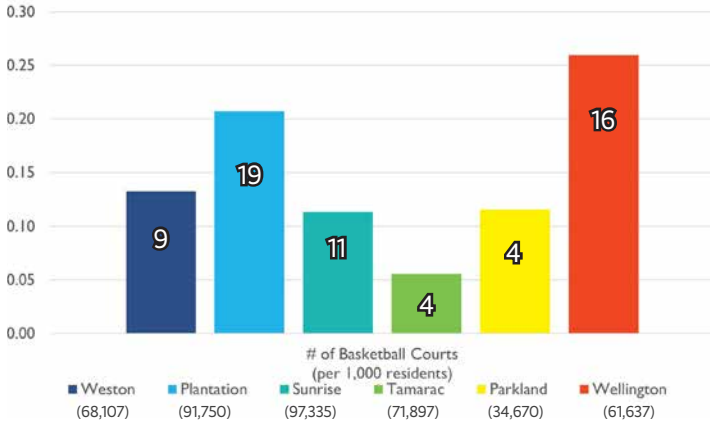


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

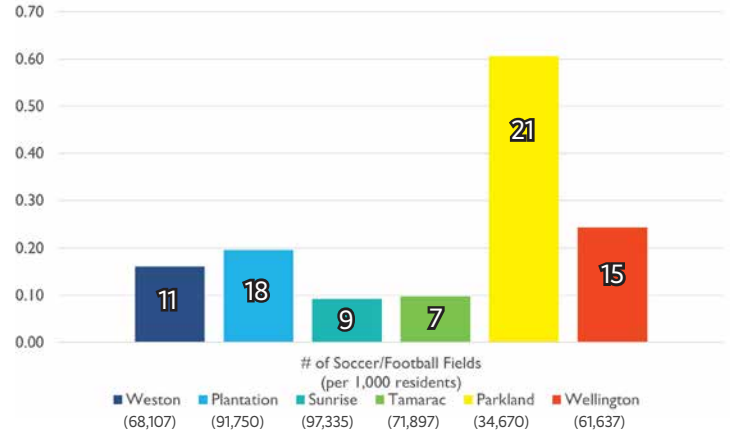


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

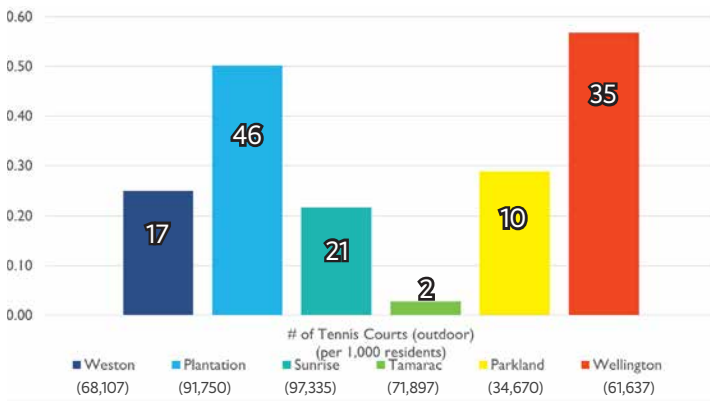


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

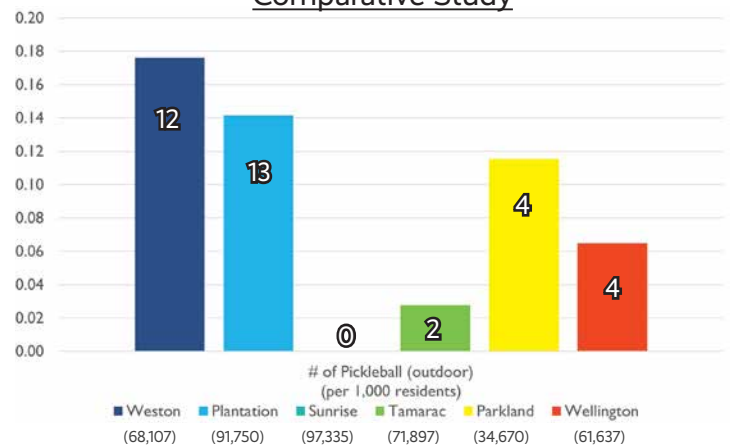


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

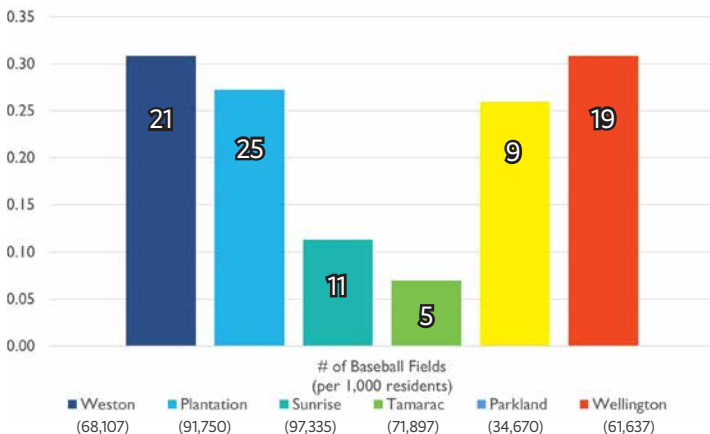


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

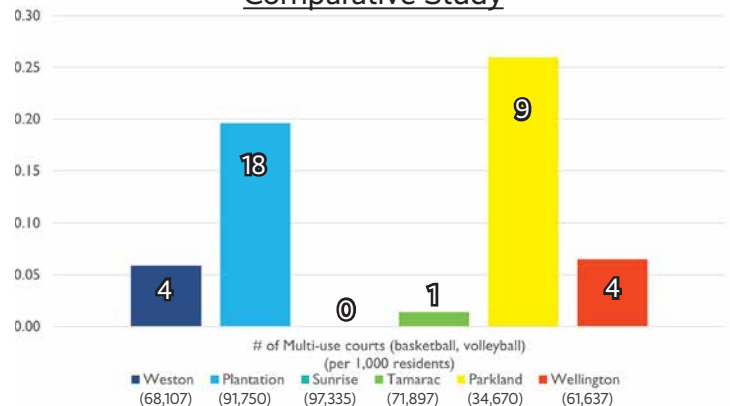


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



**Multipurpose Synthetic Fields Comparative Study**

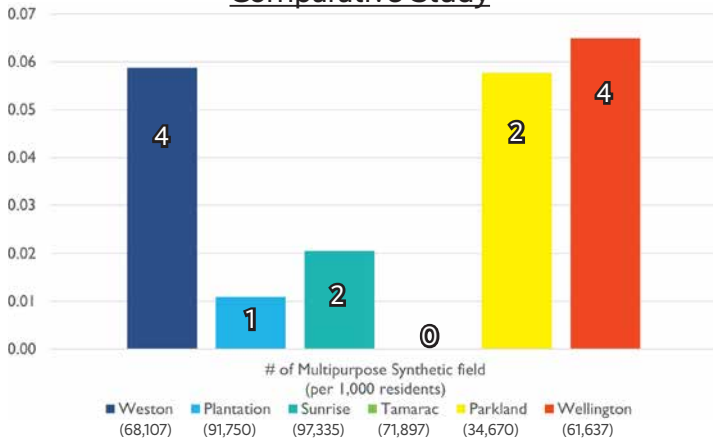


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

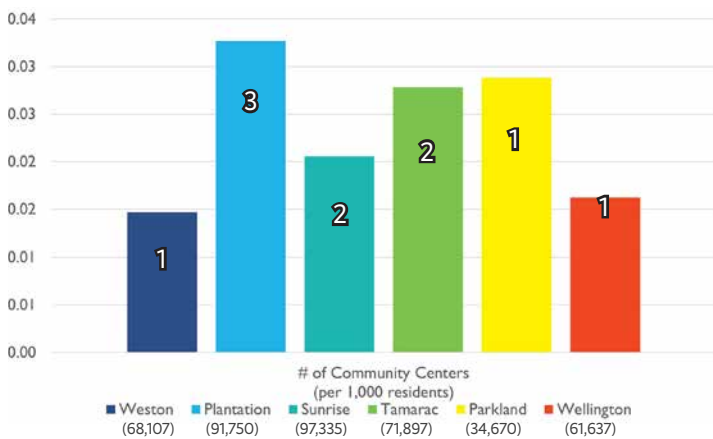


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

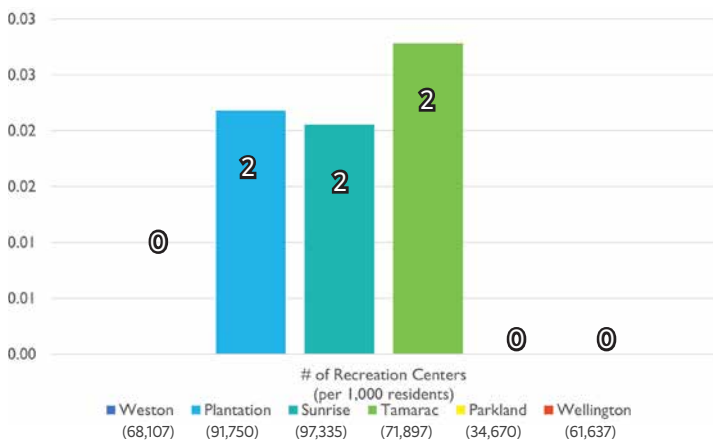


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities





can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







Total Indoor Space (SF) Comparative Study

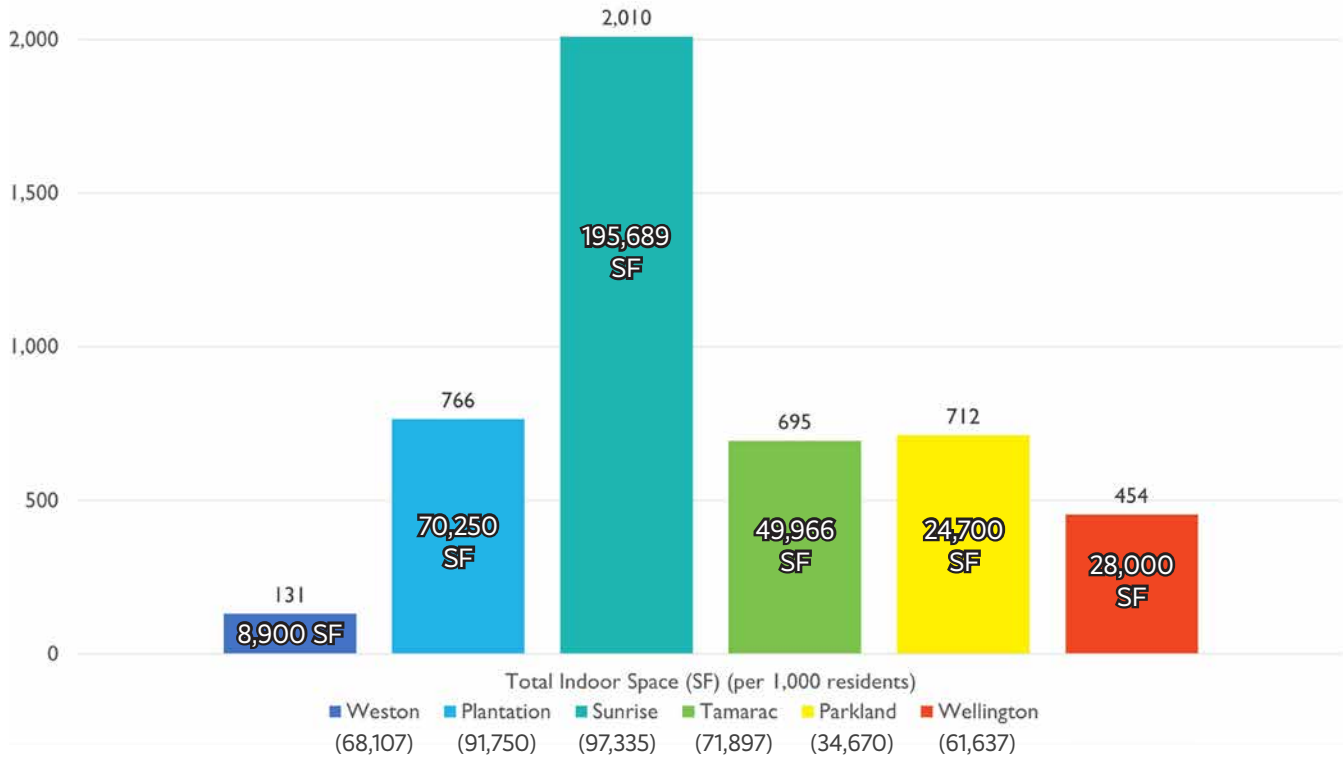


Figure 3.25: Total Indoor Space (SF) Comparative Study

Programs Comparative Study

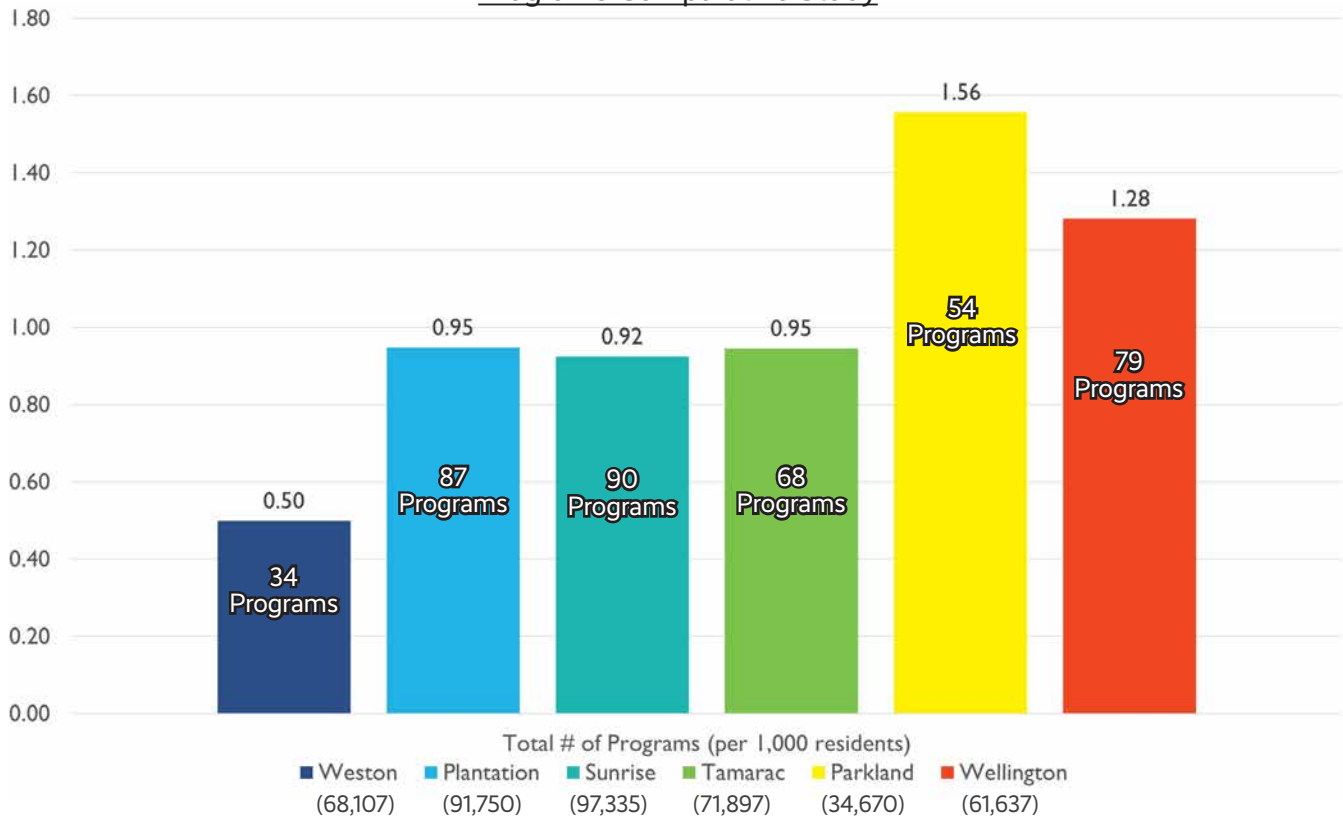


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

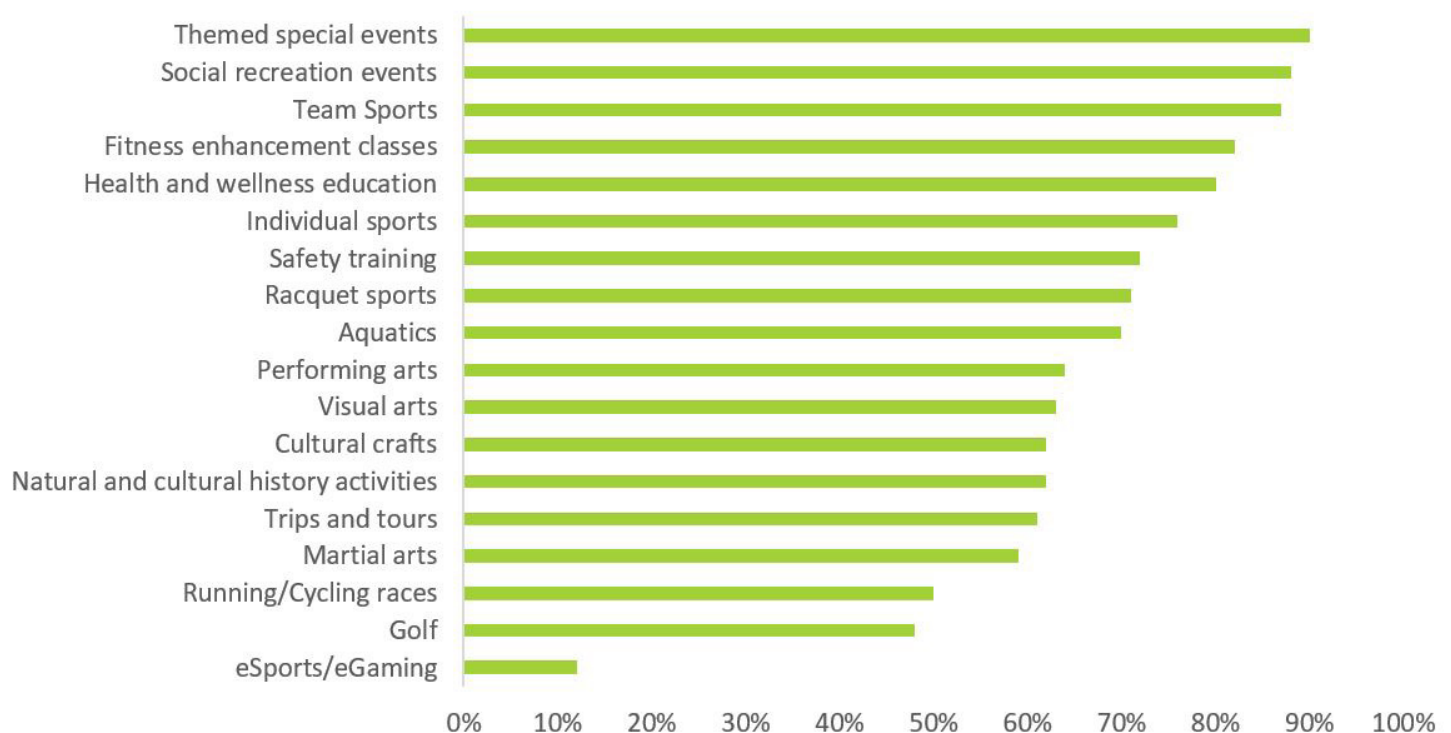


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired





A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming







Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

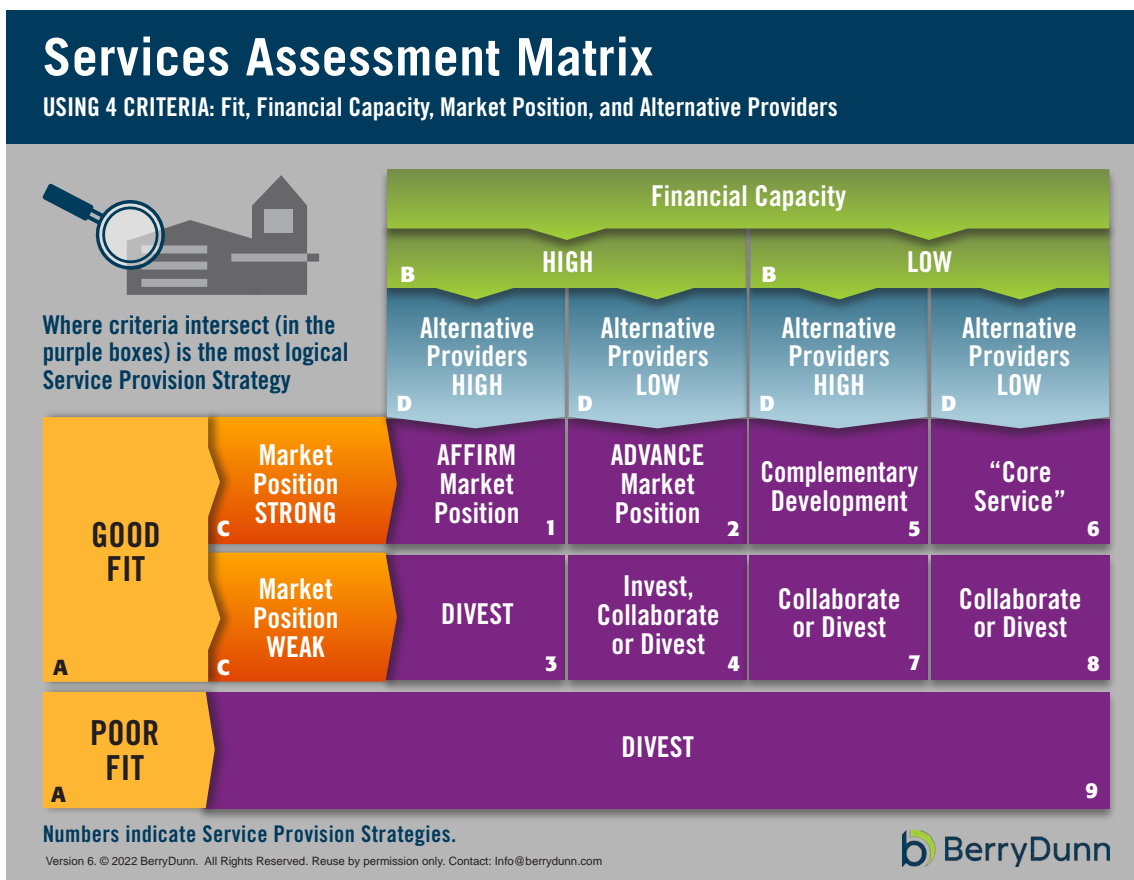


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

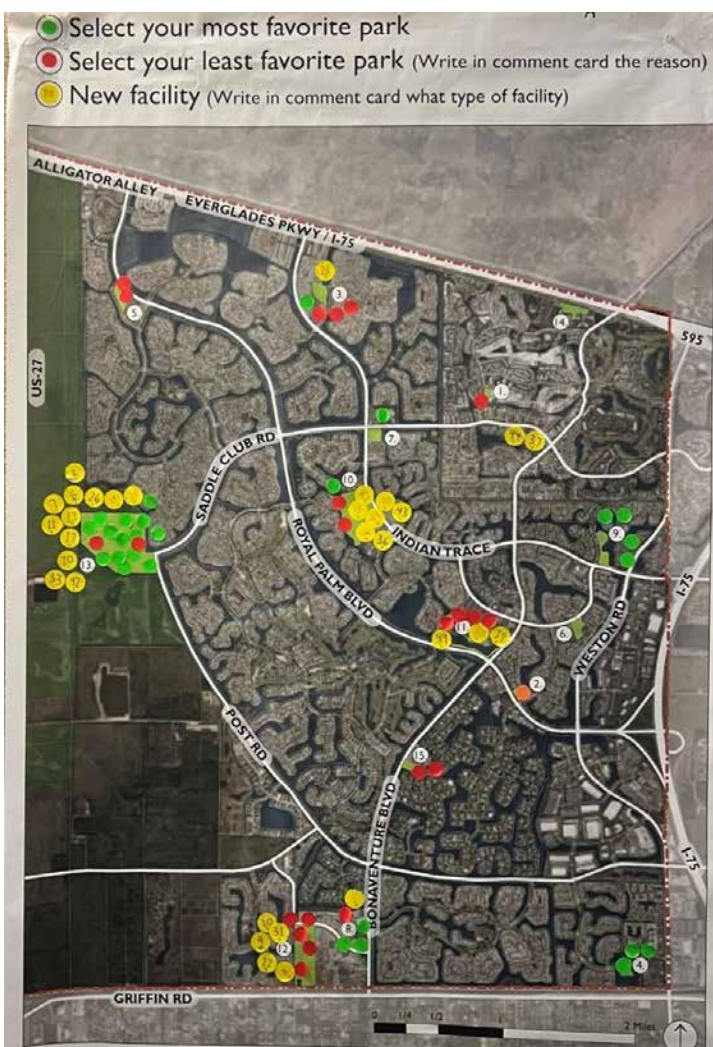


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.





• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.



This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

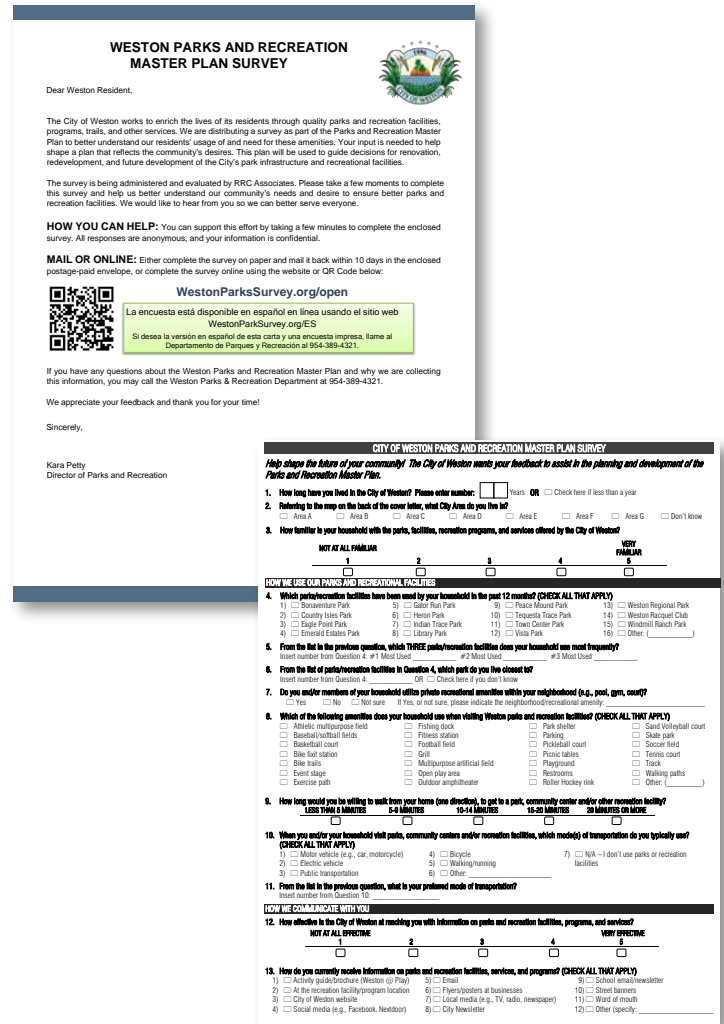


Figure 4.11: Survey Cover Letter and Survey Sample.

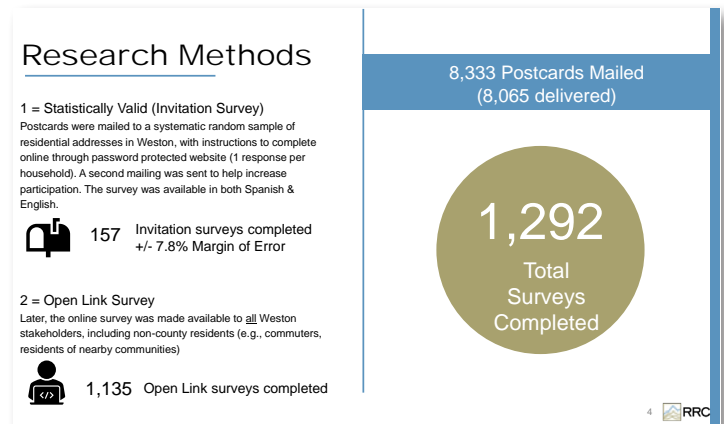
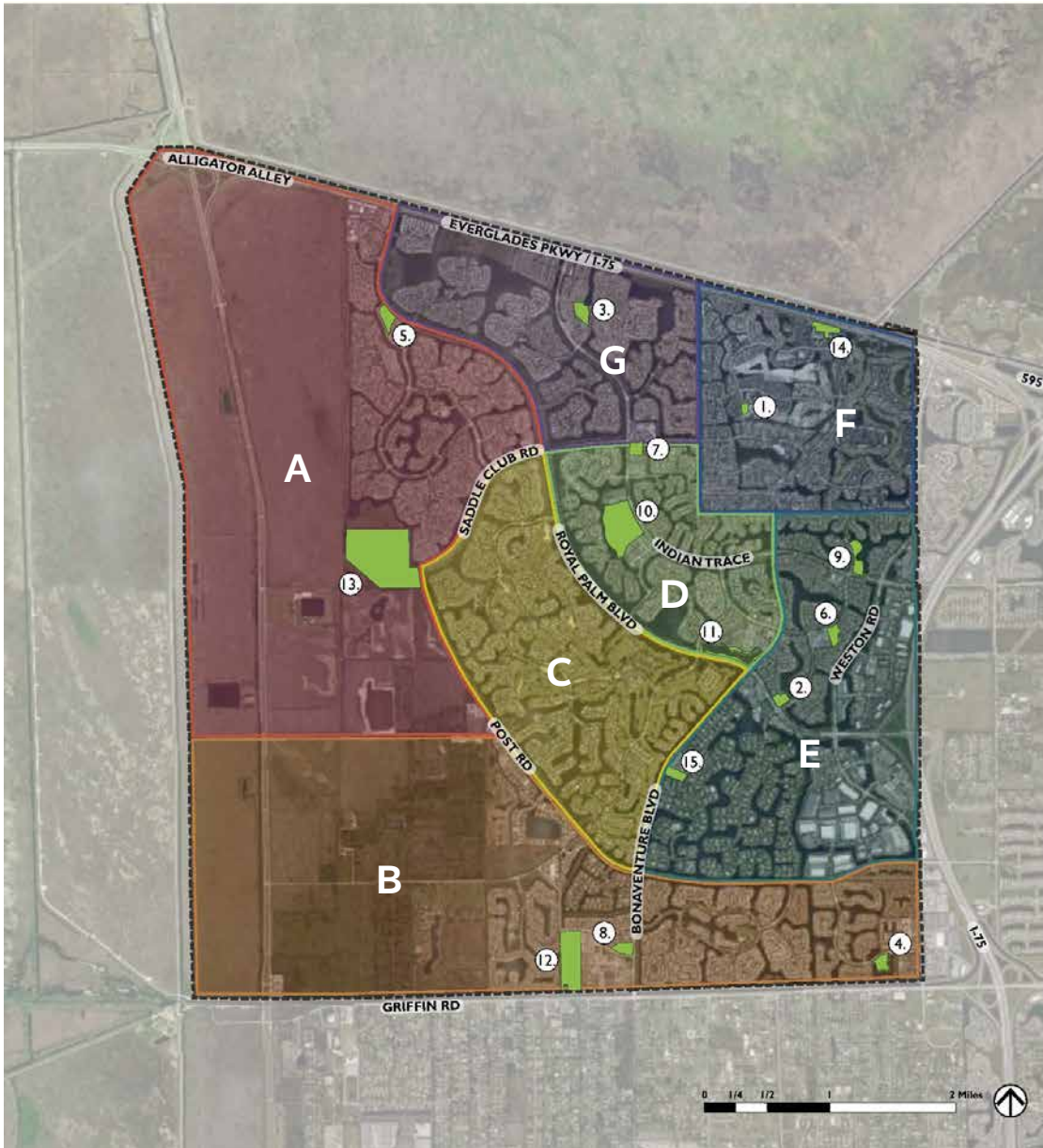


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP




**LEGEND**


- |   |                         |   |                          |
|---|-------------------------|---|--------------------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 10px; background-color: #92d050; border: 1px solid black;"></span> | City Parks               |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #e67e22; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #8bc34a; border: 1px solid black;"></span> | 1. Bonaventure Park      |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #42a5f5; border: 1px solid black;"></span> | 2. Country Isles Park    |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9c27b0; border: 1px solid black;"></span> | 3. Eagle Point Park      |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black;"></span> | Area D                  |   | 4. Emerald Estates Park  |
|   |                         |   | 5. Gator Run Park        |
|   |                         |   | 6. Heron Park            |
|   |                         |   | 7. Indian Trace Park     |
|   |                         |   | 8. Library Park          |
|   |                         |   | 9. Peace Mound Park      |
|   |                         |   | 10. Tequesta Trace Park  |
|   |                         |   | 11. Town Center Park     |
|   |                         |   | 12. Vista Park           |
|   |                         |   | 13. Weston Regional Park |
|   |                         |   | 14. Weston Racquet Club  |
|   |                         |   | 15. Windmill Ranch Park  |


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

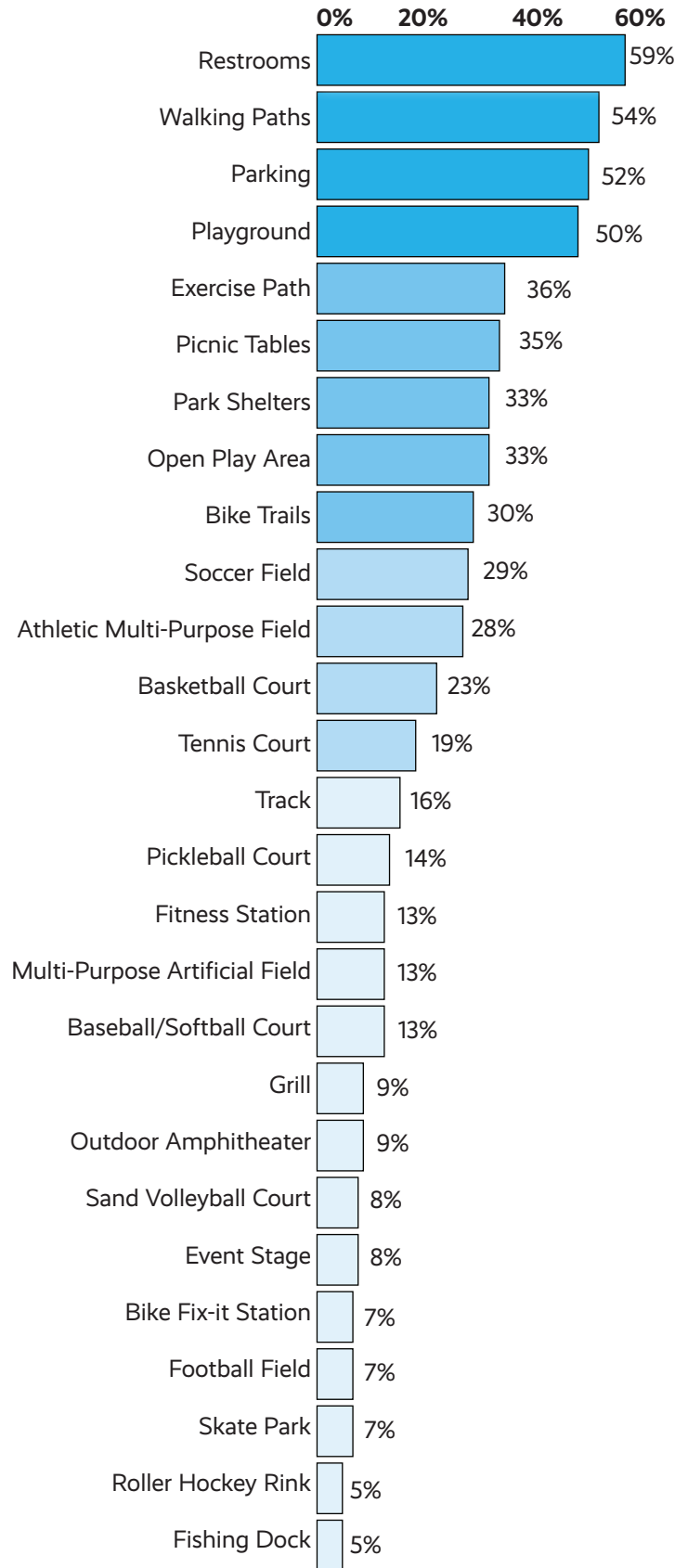


Figure 4.14: Overall Use of Amenities Graph.







What to Improve - Facilities & Amenities:

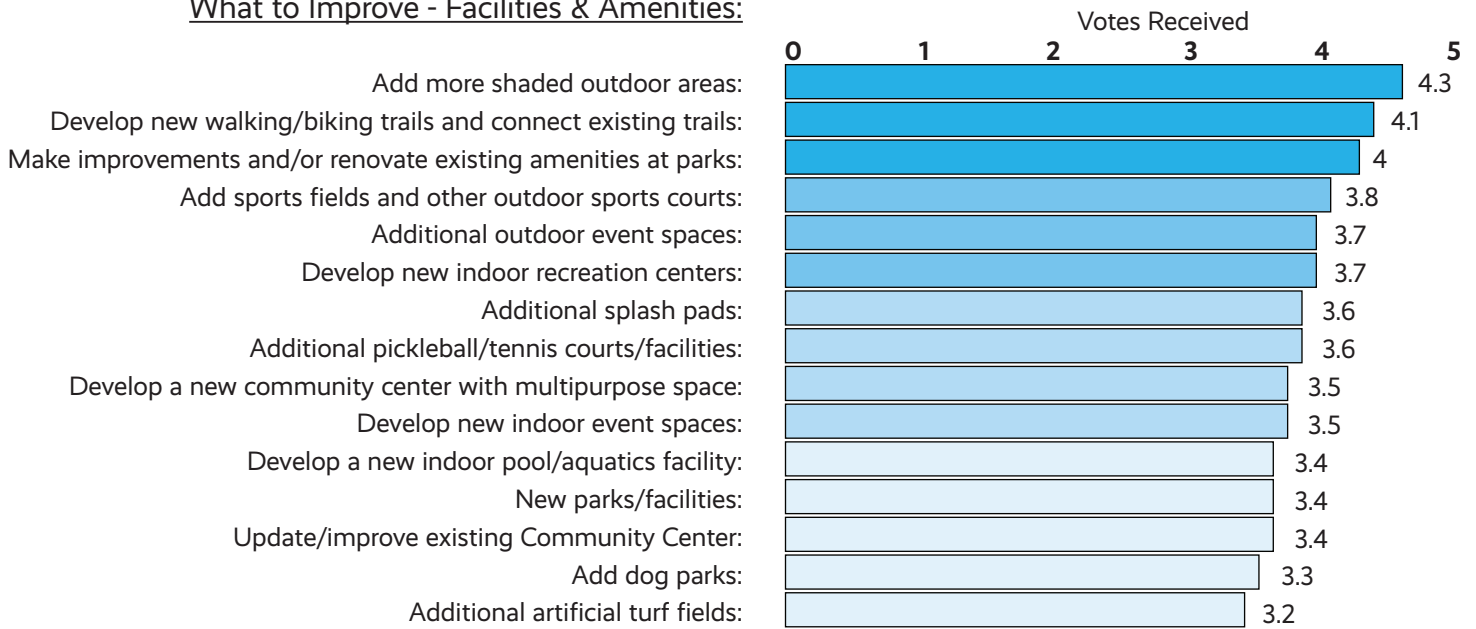


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

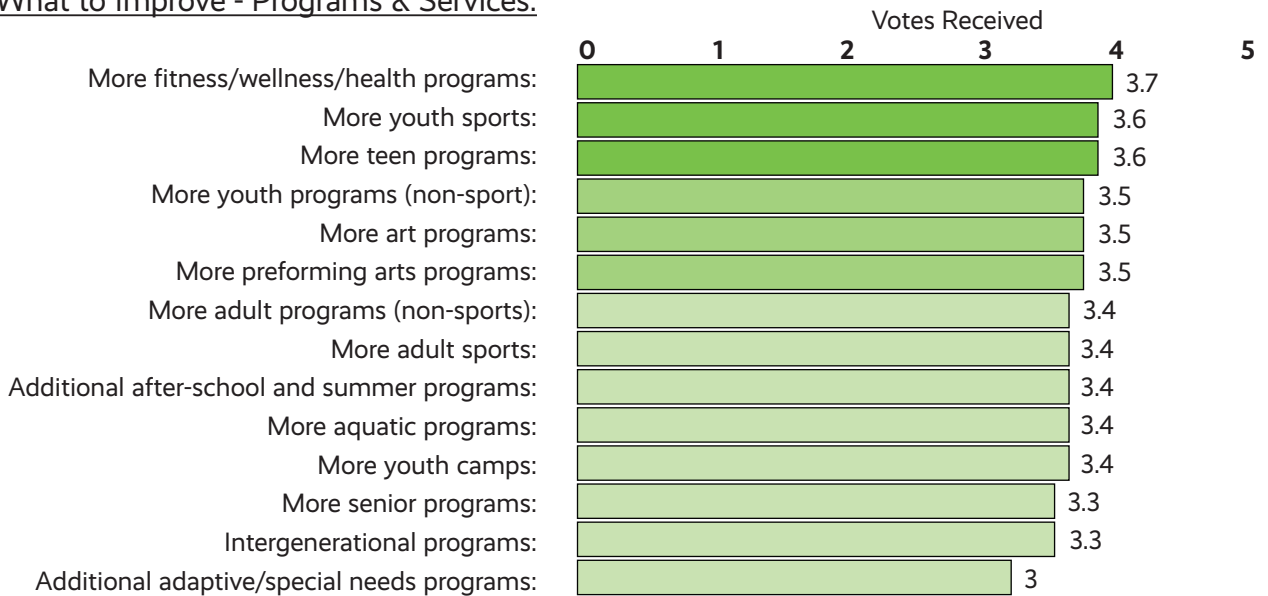


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

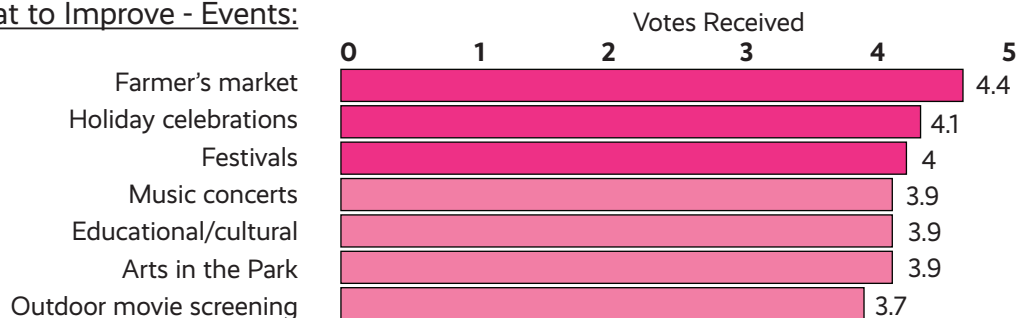


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

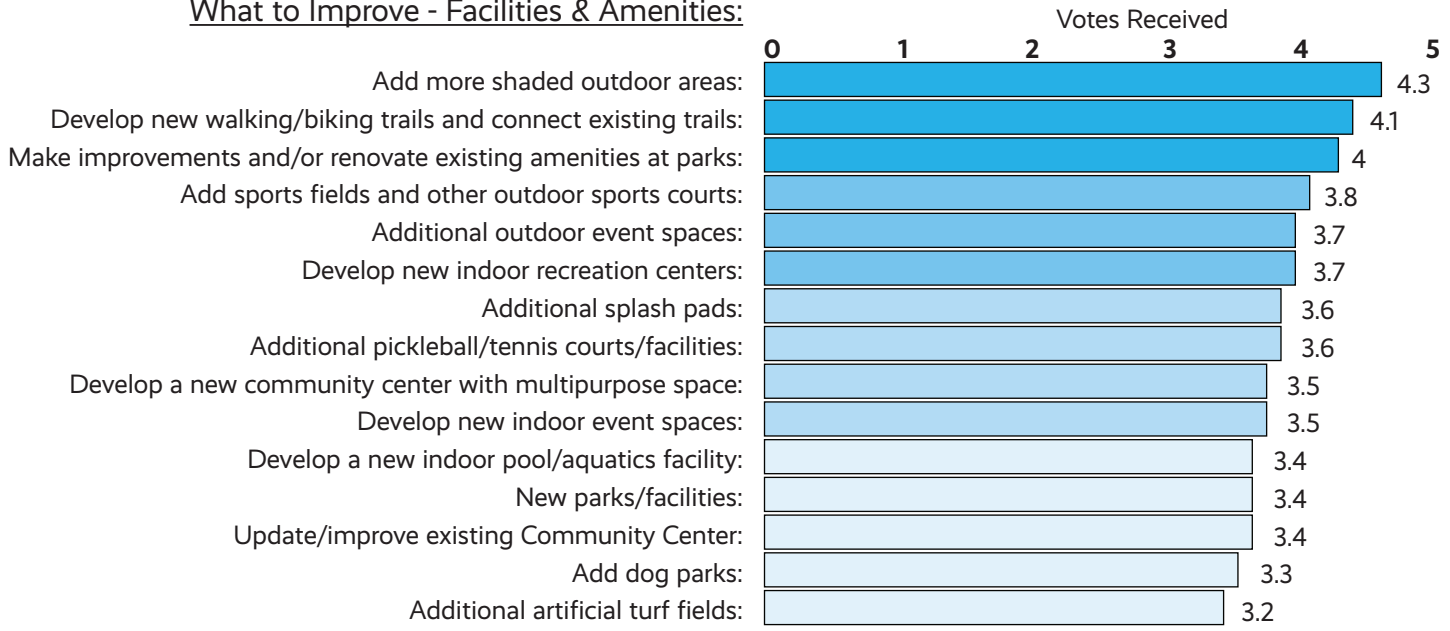


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

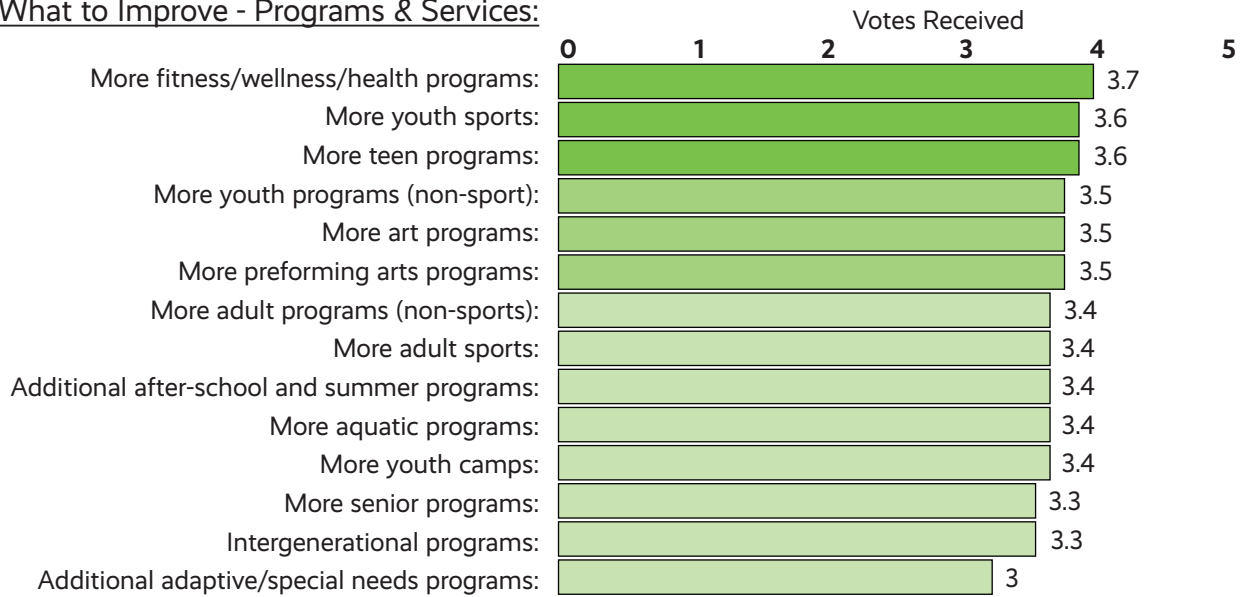


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

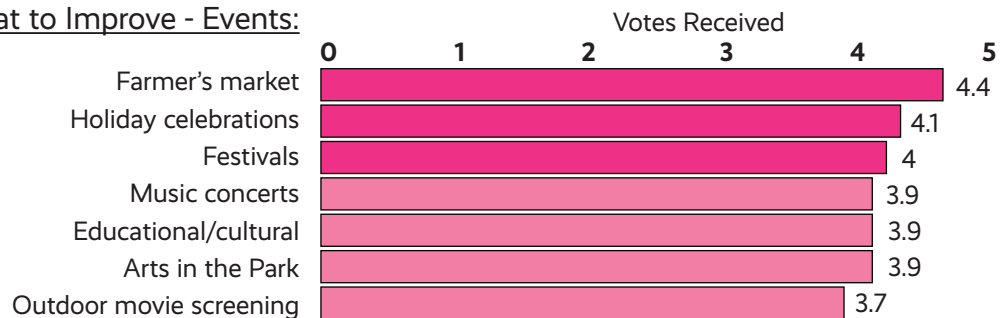


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.

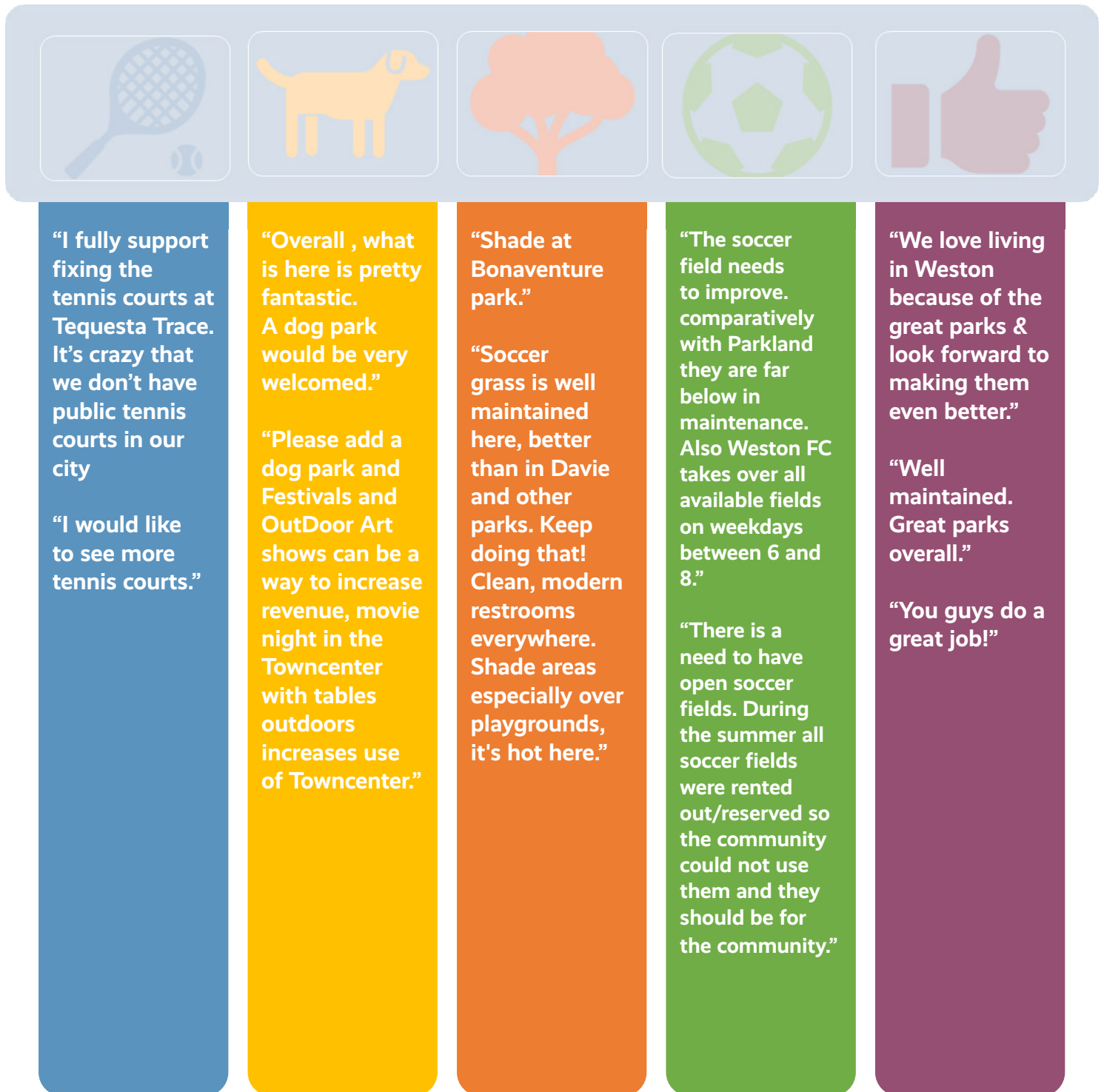


Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.





**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.





### Events Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

### Department Organization Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.



# 05



## CHAPTER 5: VISION





## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



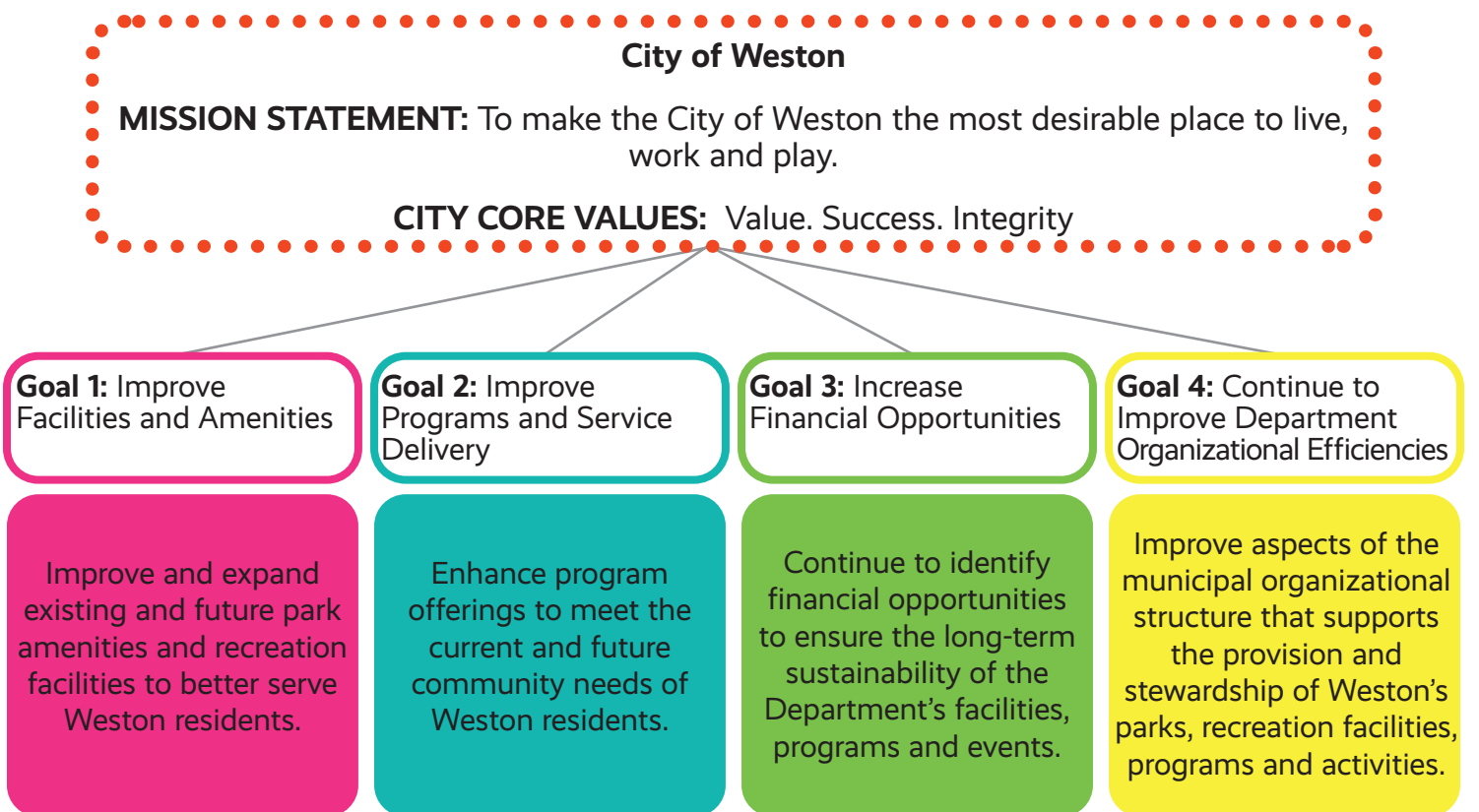
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

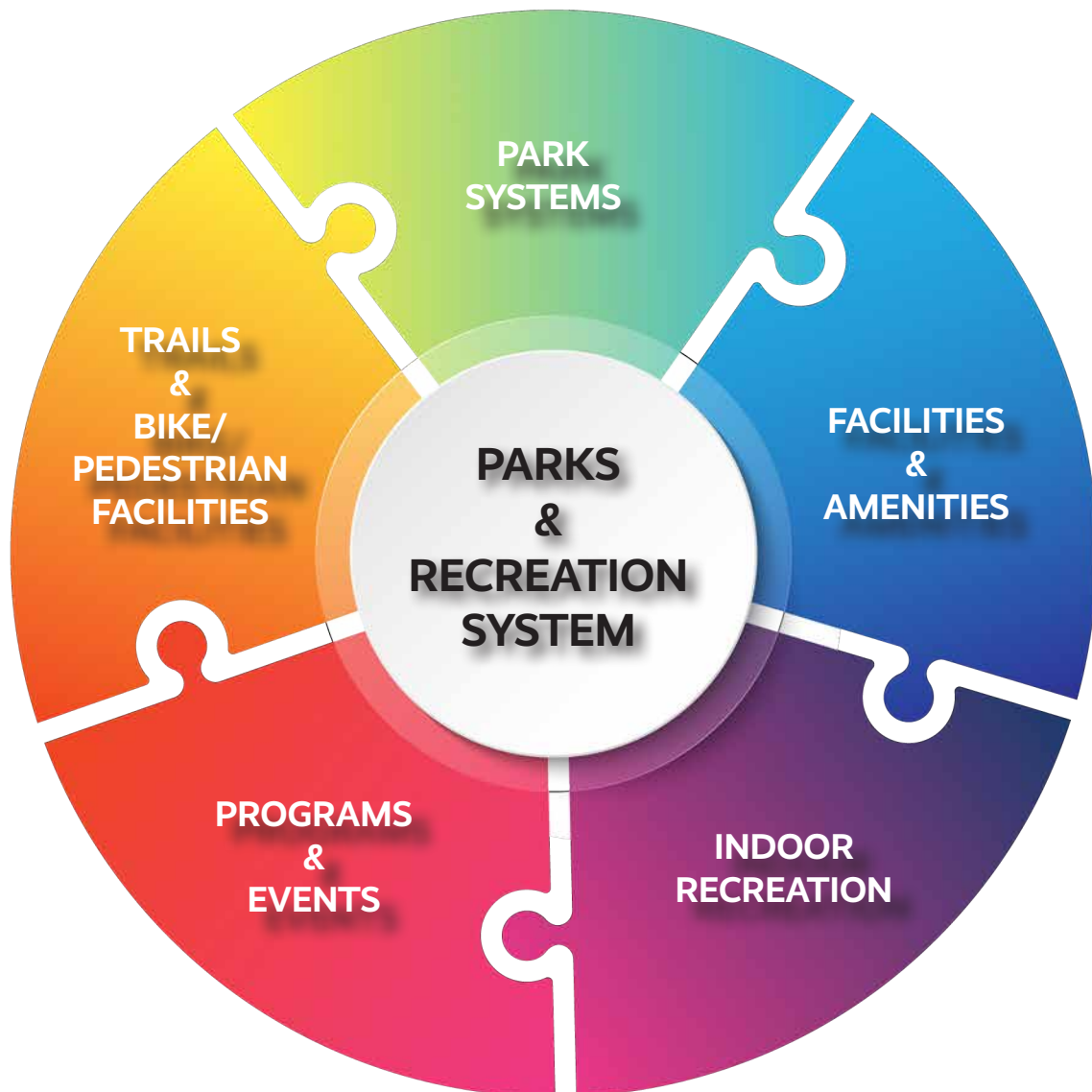


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





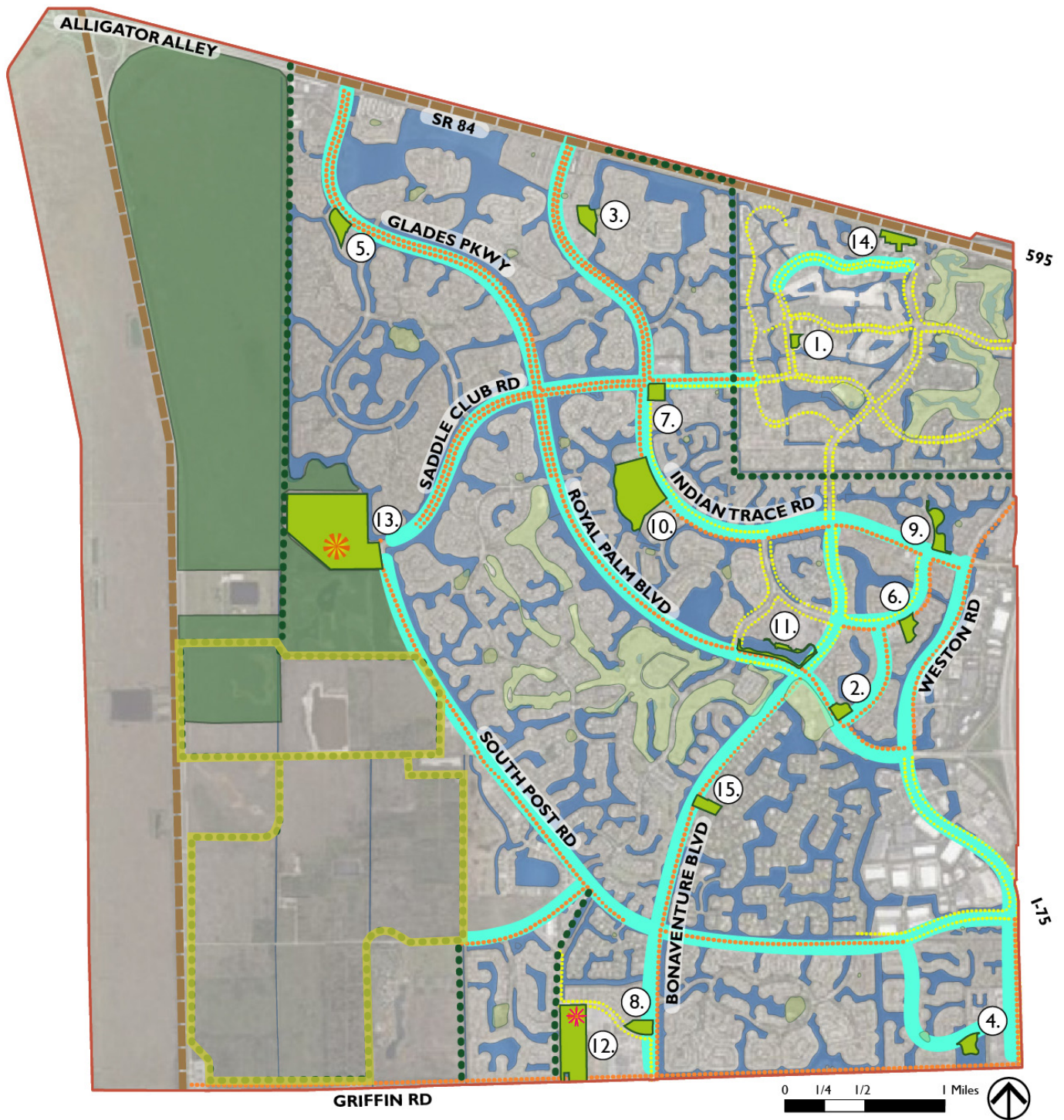


<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



<b>1. Park Systems</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
<b>1.1.a</b> Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.b</b> Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.c</b> Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
<b>1.2.a</b> Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
<b>1.2.b</b> Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
<b>1.3.a</b> Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
<b>1.3.b</b> Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
<b>1.4.a</b> Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
<b>1.4.b</b> Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
<b>1.5.a</b> Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
<b>1.5.b</b> Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
<b>1.5.c</b> Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
<b>1.6.a</b> Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
<b>1.6.b</b> Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
<b>1.6.c</b> Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities: \$22,614,900 \$30,583,800 \$8,706,500 \$61,905,200</b>				





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>





<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and







residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey







## Appendix A. Parks Improvement Scenarios





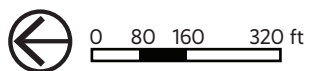
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.

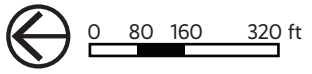




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

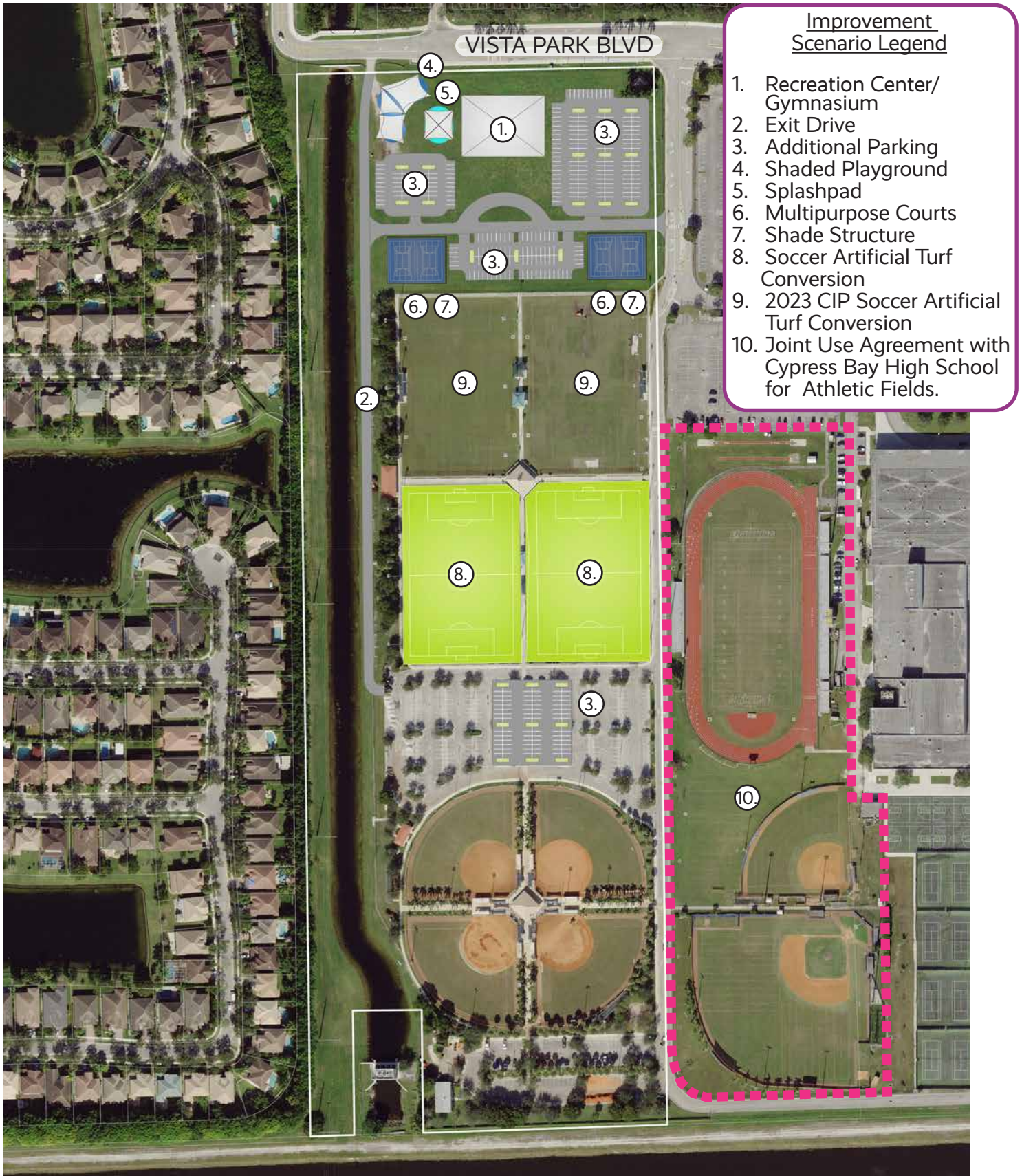
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



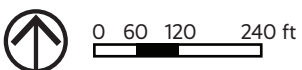


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.







### Eagle Point Park Improvement Scenario







<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.



## Windmill Ranch Park Improvement Scenario





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



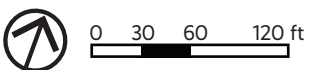


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.

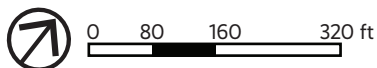




## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk







<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.



## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

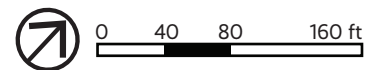
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

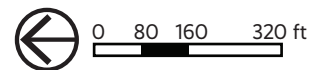
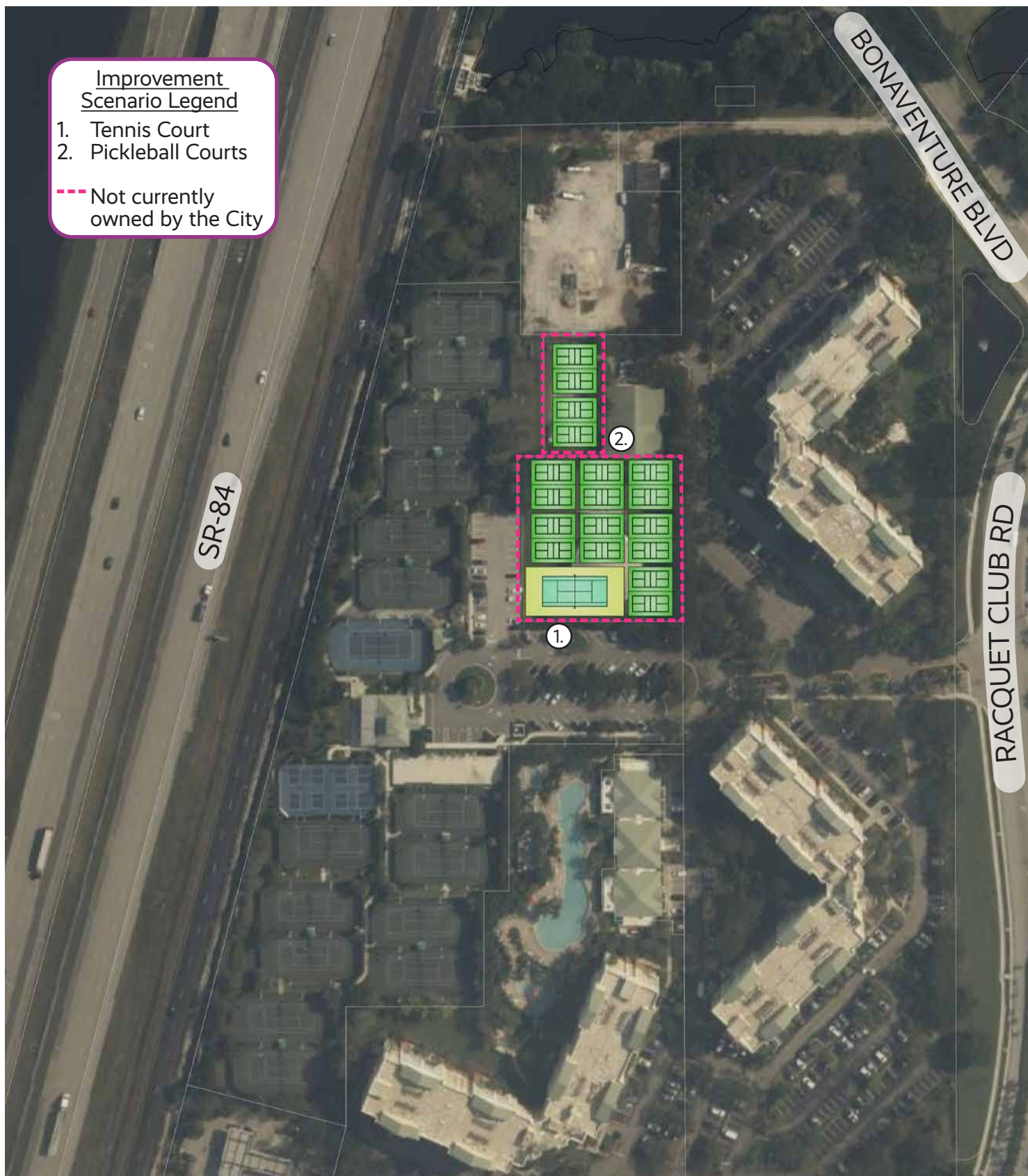
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario







<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must







be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: "In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion."

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department's properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency's services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.





Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply





with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.







First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).





Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00







Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



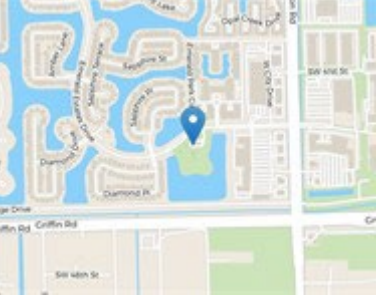

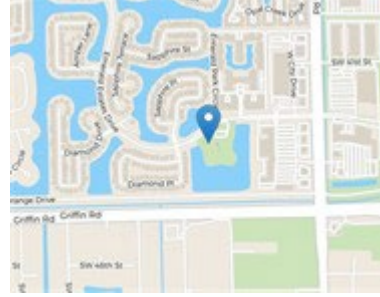

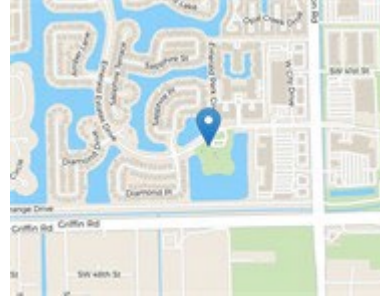



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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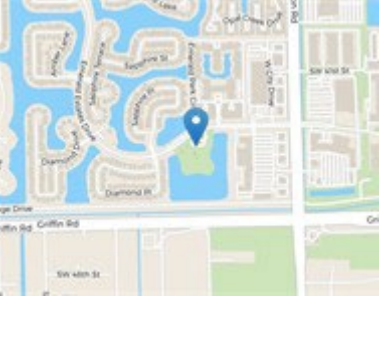

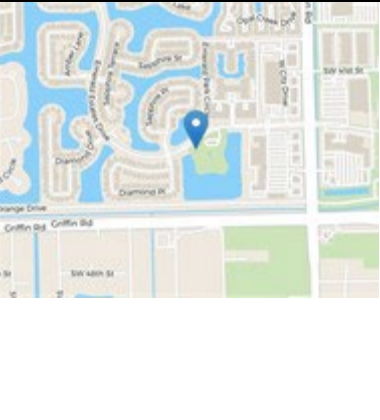

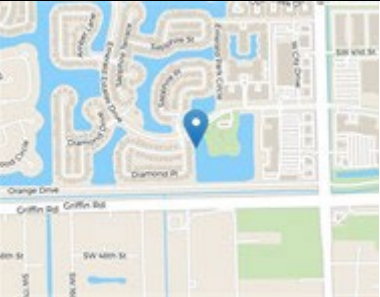



# ADA FIELD EVALUATION

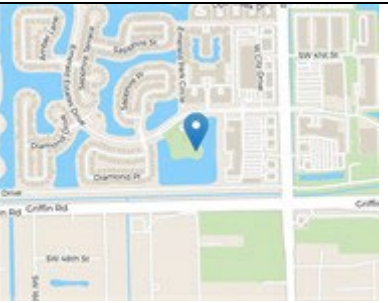

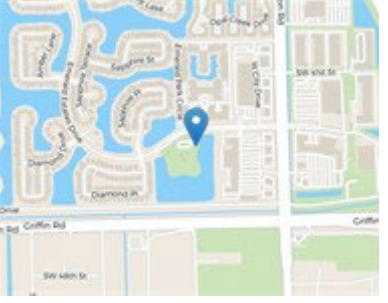

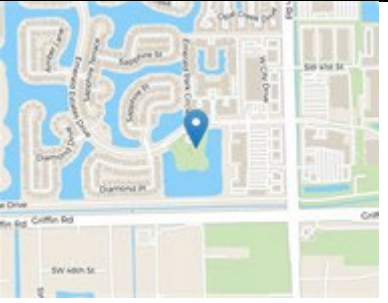

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			



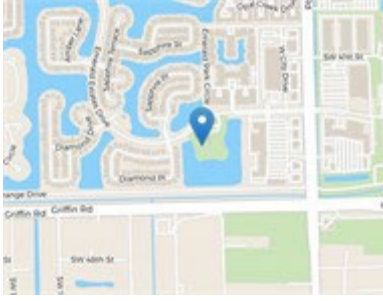

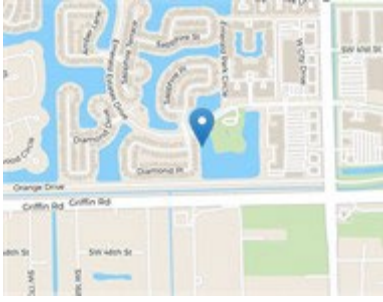

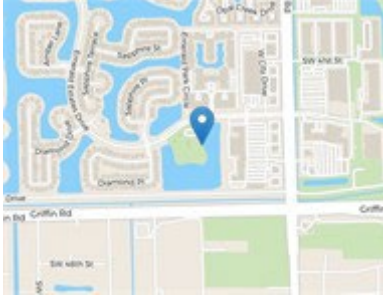

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			







<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



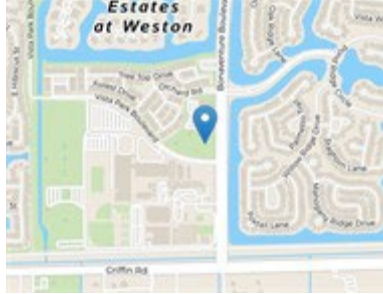





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			







<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	



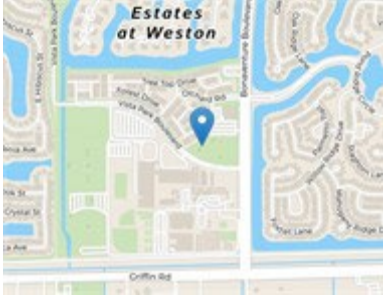




<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	








<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	





<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

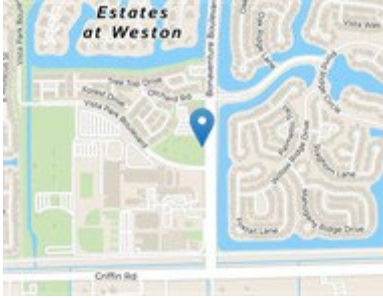





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



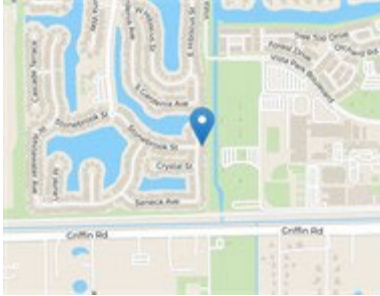

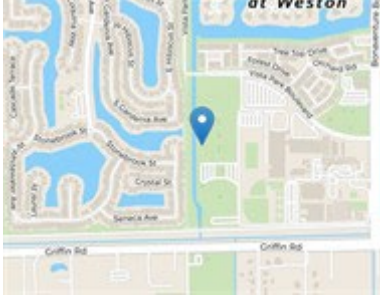

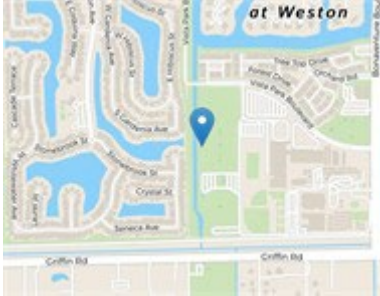

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	








<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



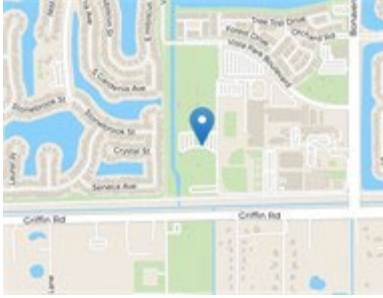

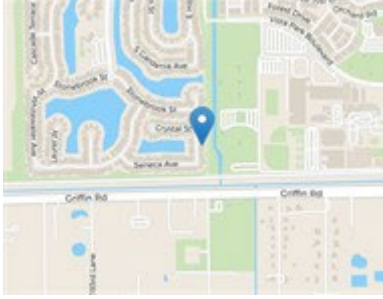


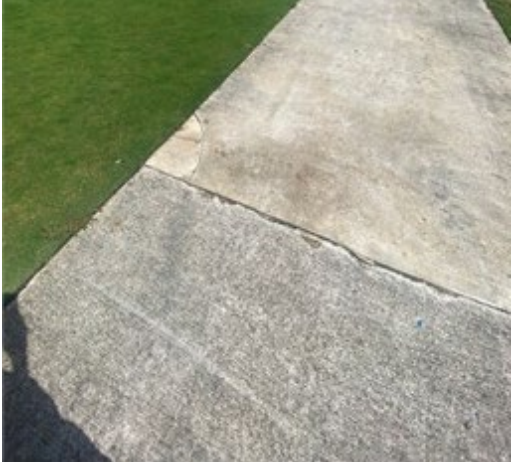
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



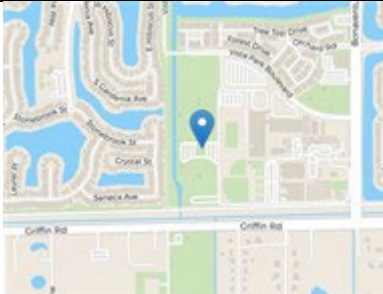

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







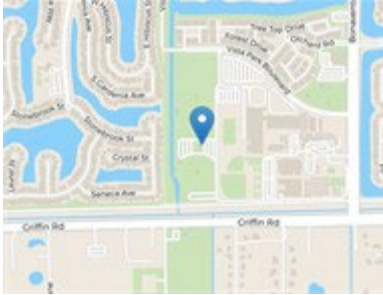

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





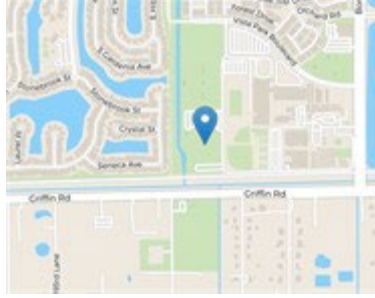

<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	



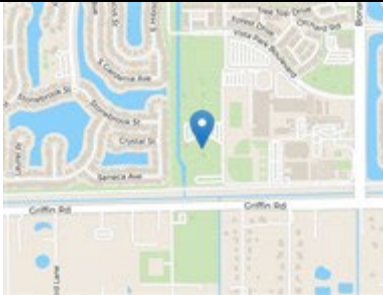




<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	









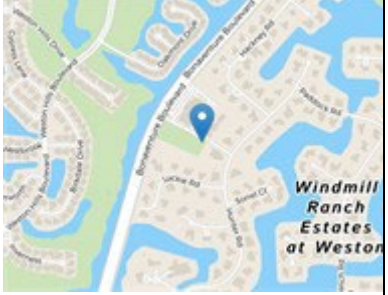

<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

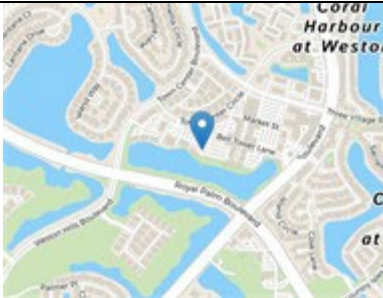

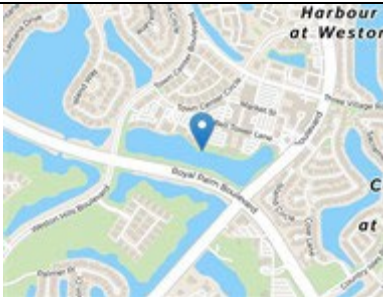

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




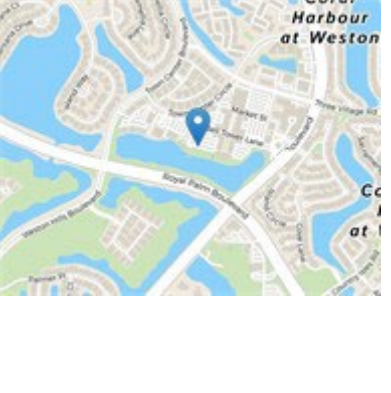

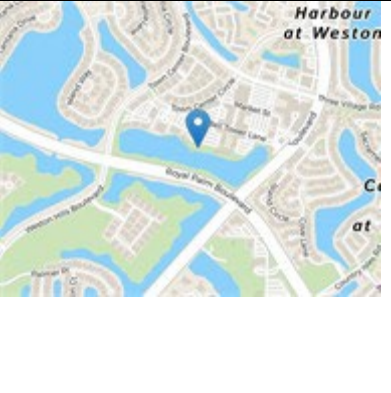

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			



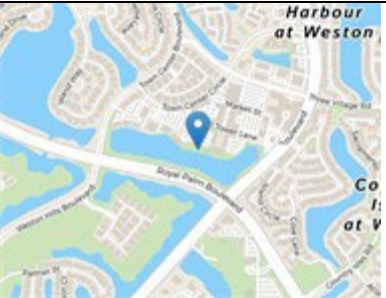

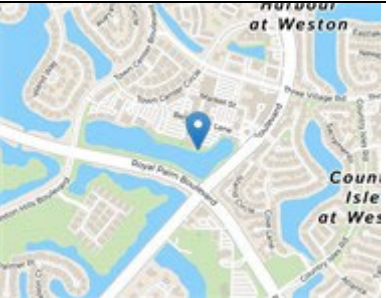

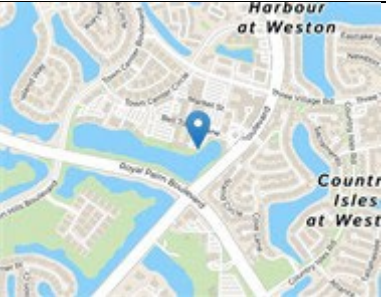

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

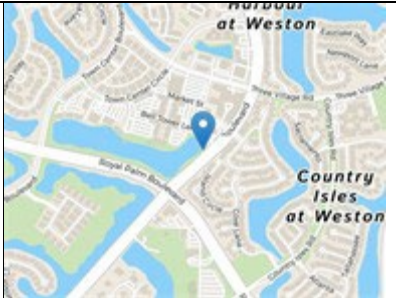



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



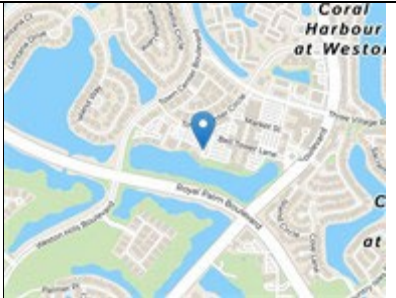

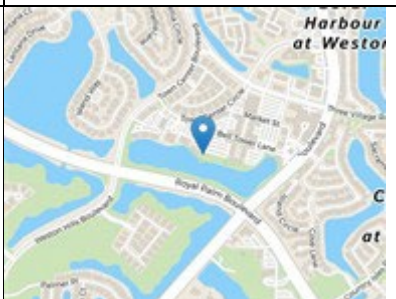

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



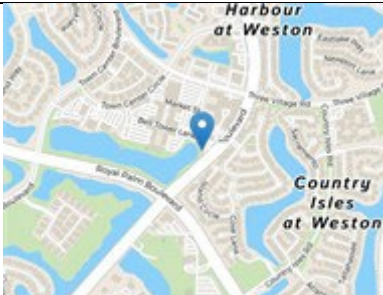

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	



<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


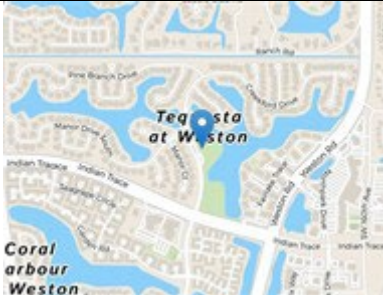


<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





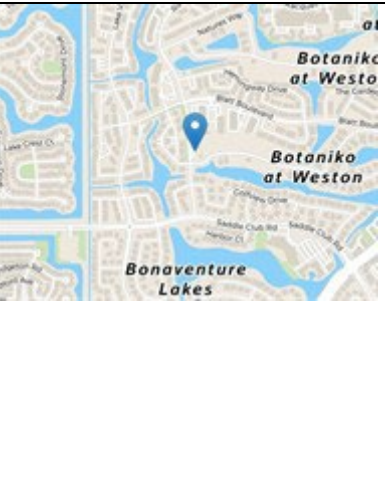

8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



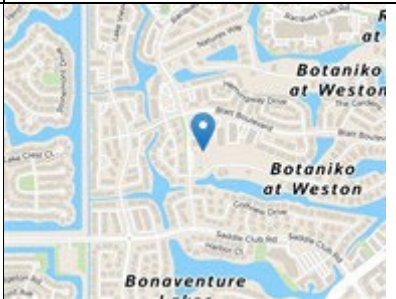


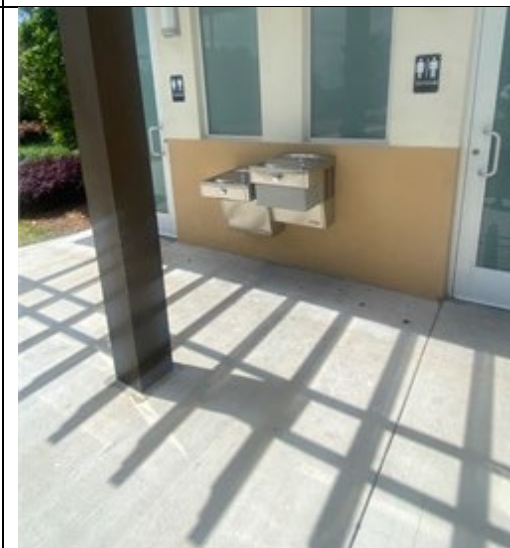
<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




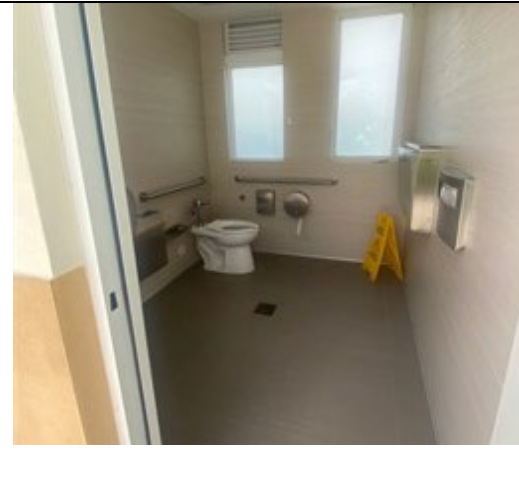




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	



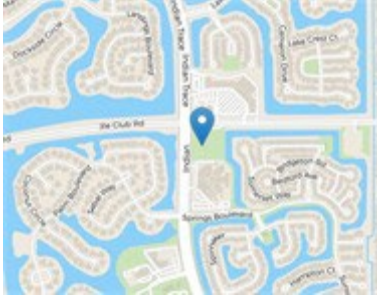



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



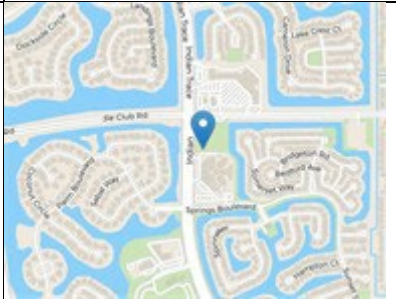

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




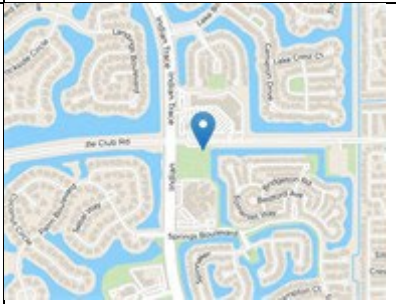


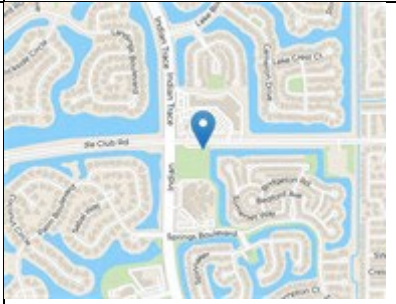

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			




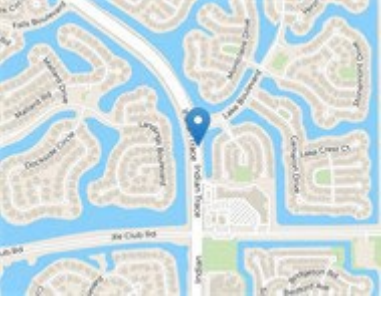

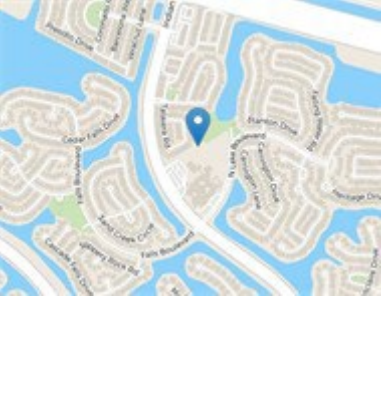

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

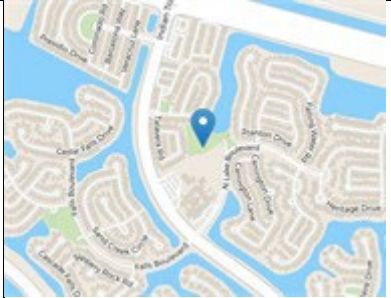

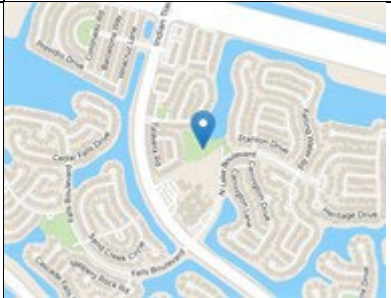

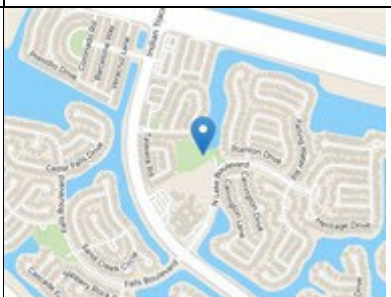

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



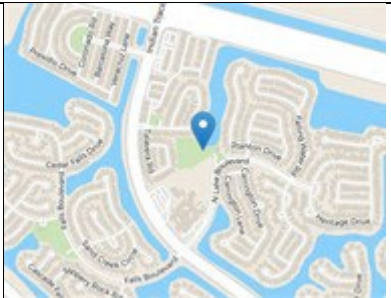

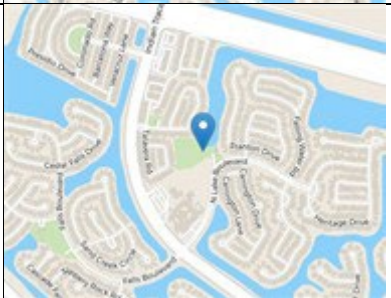


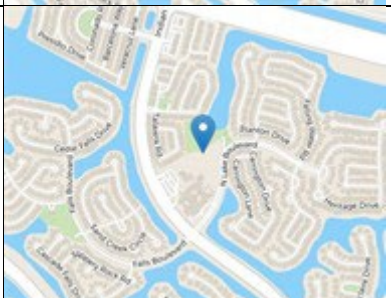

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	





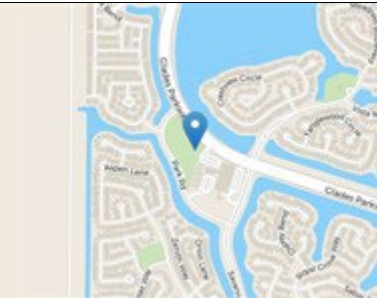

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

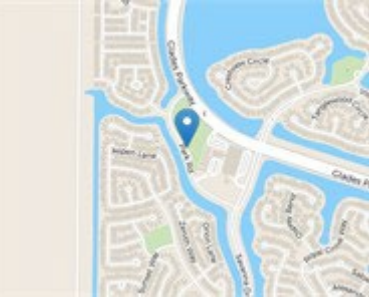

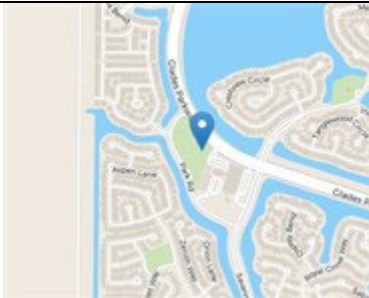


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


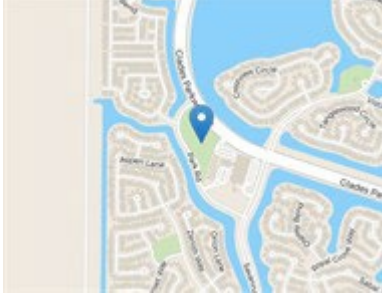

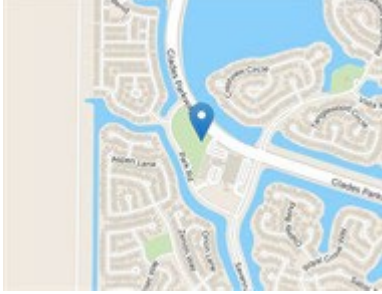



<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



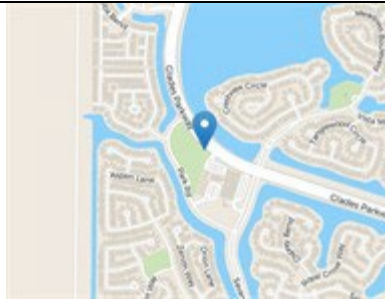

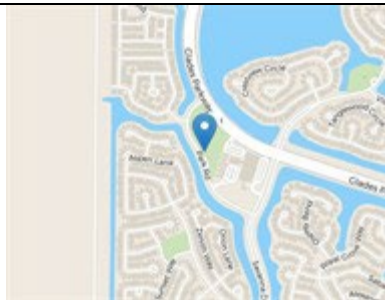
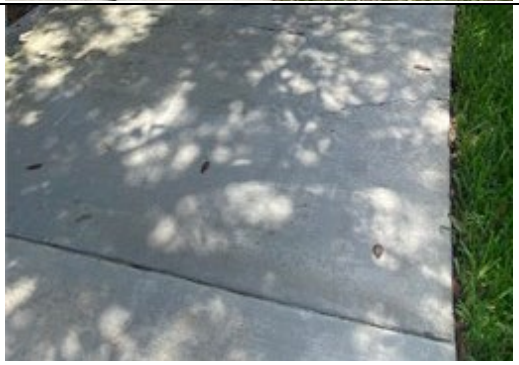
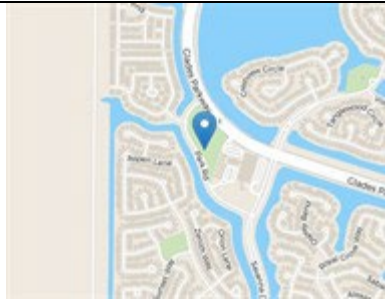

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

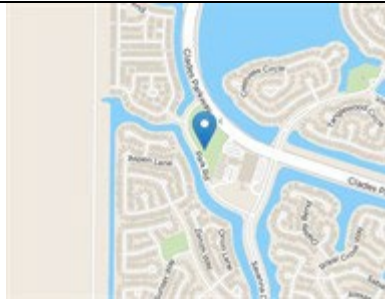

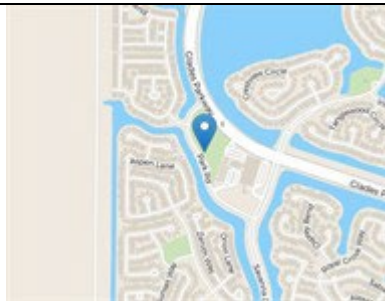

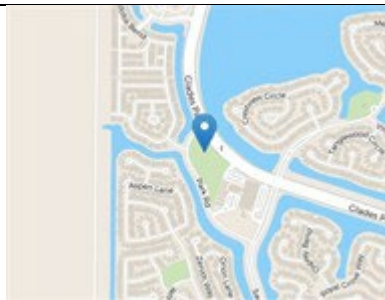

<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


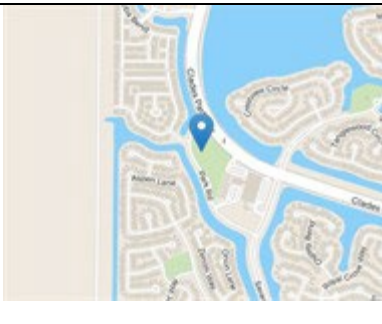
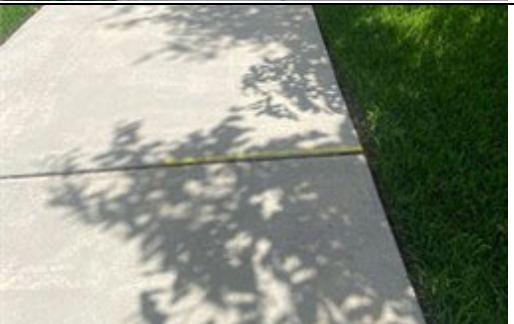
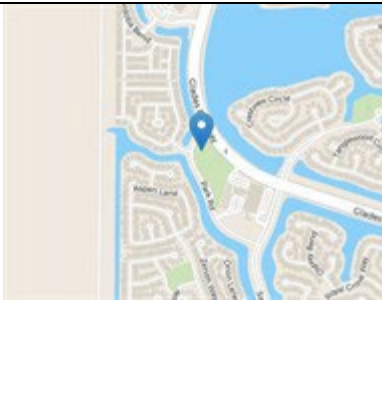



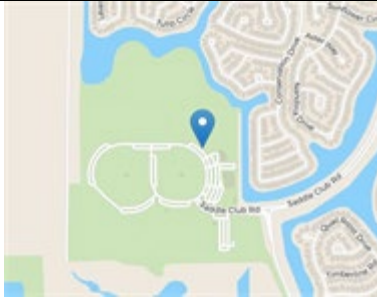

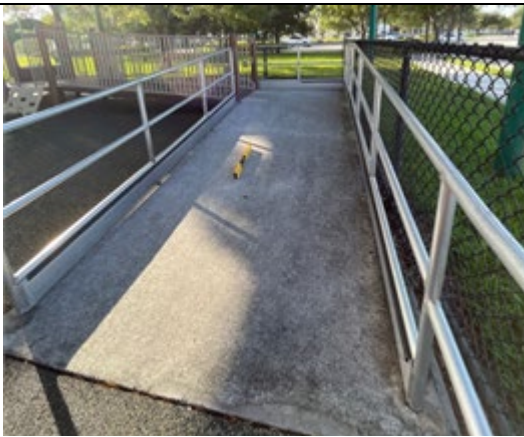

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

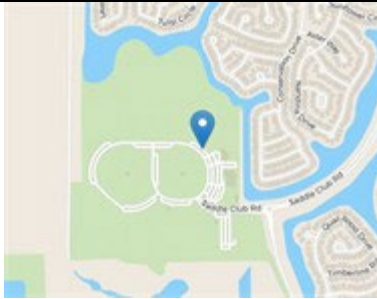

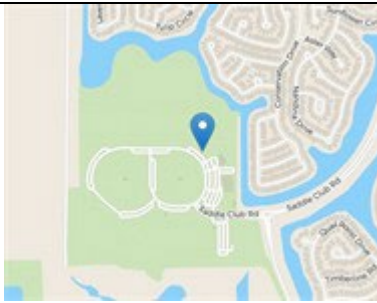

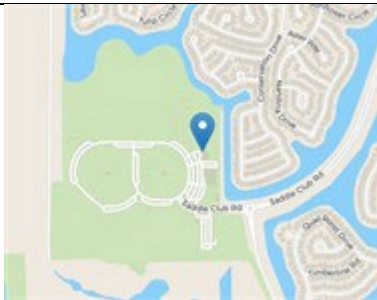



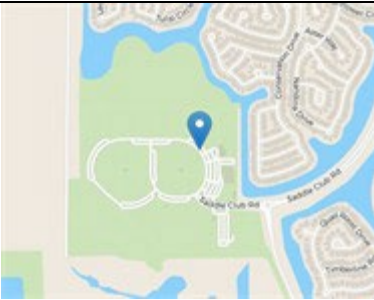

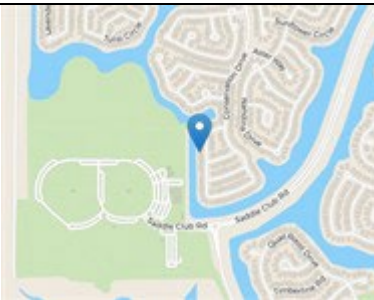

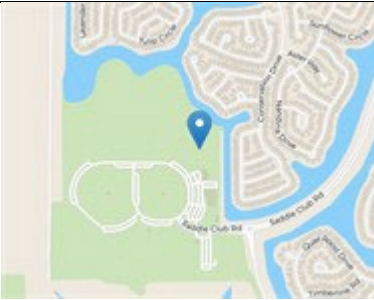

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

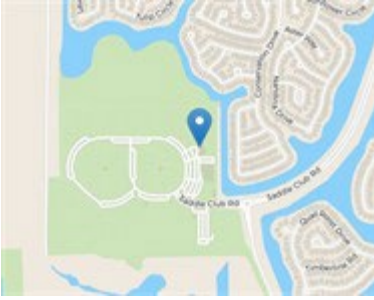

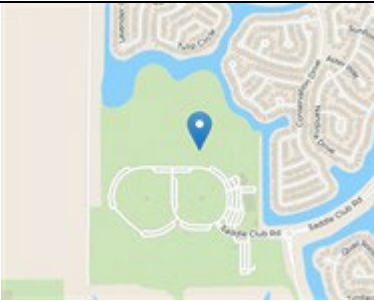

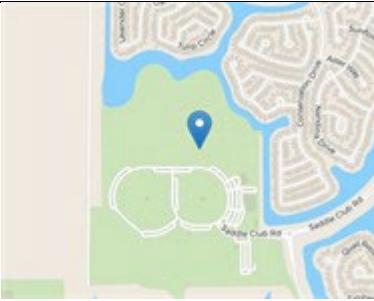

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

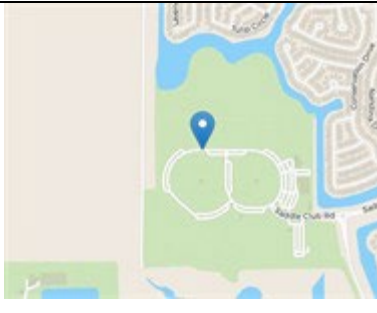

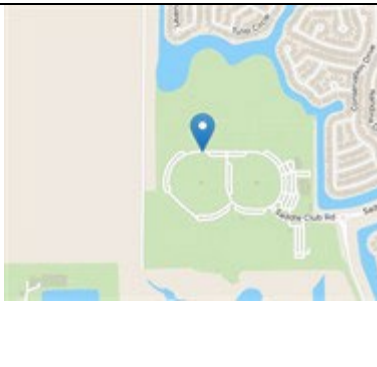

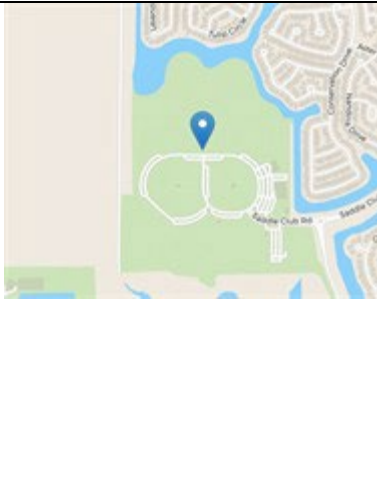
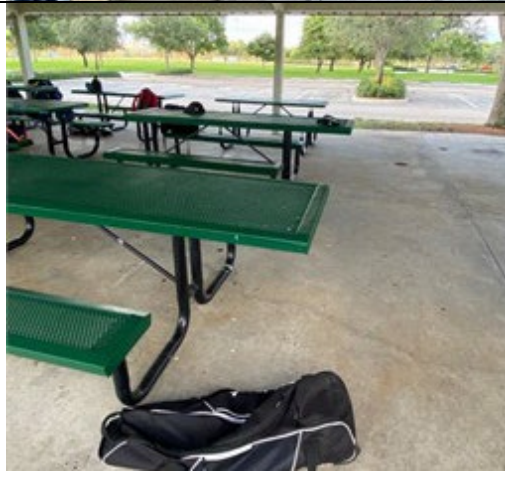
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			



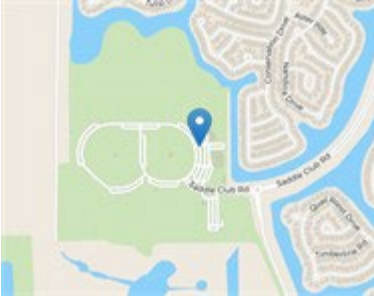

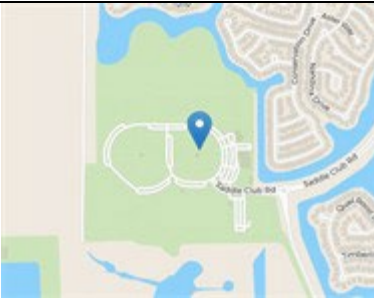

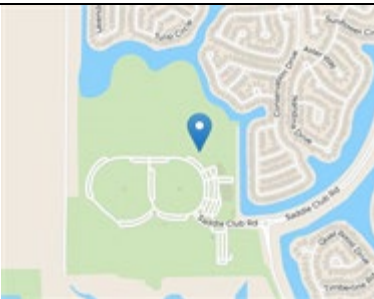

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



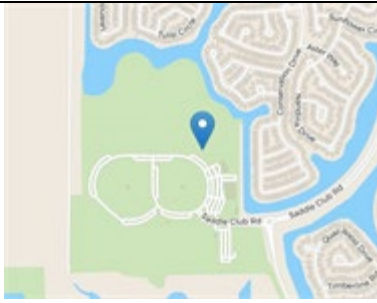


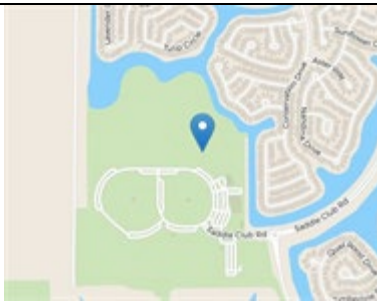

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

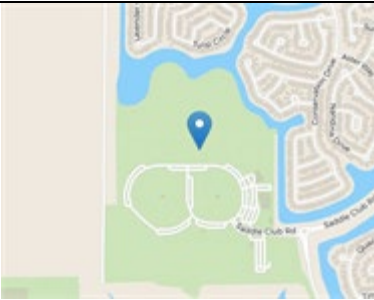


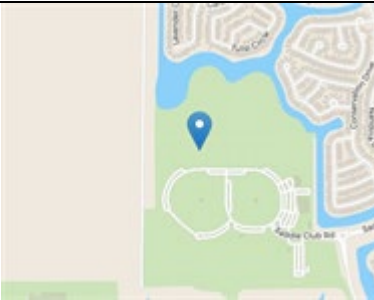

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

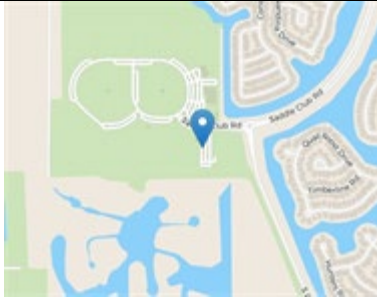

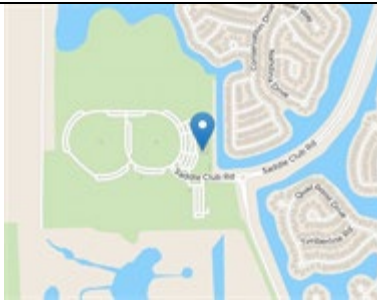

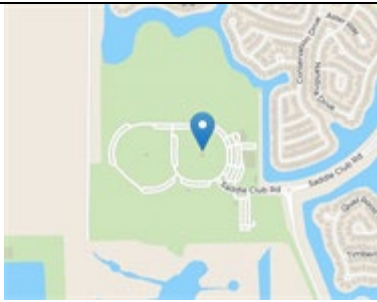



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


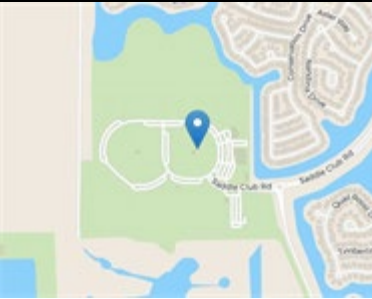




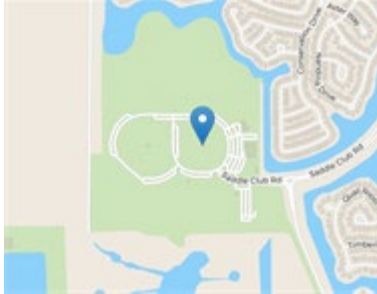

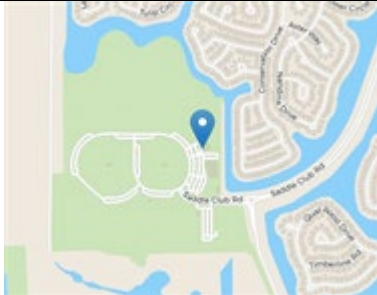

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

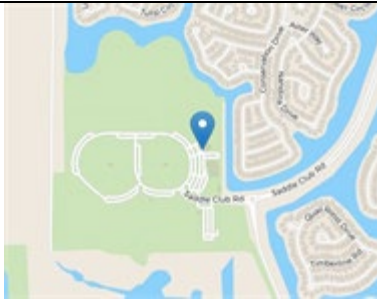

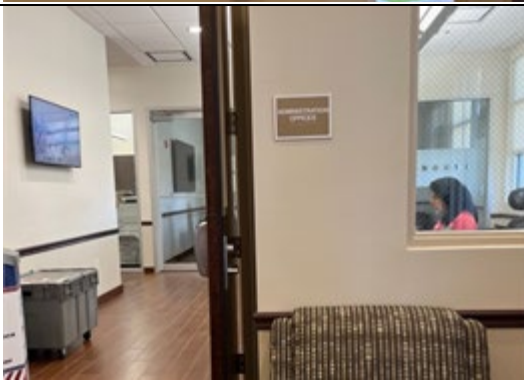
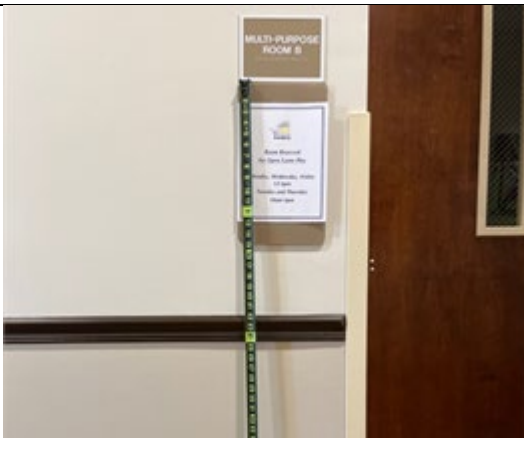
<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

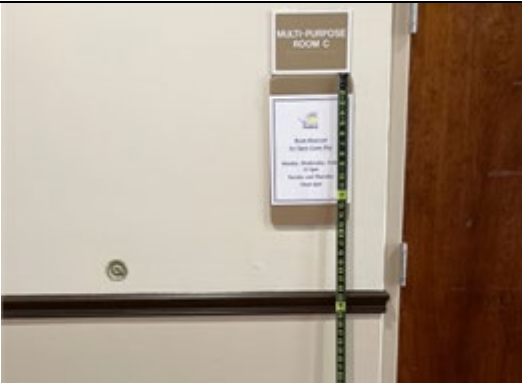

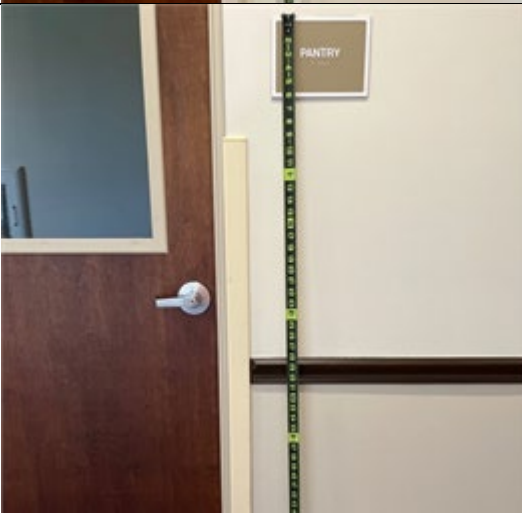



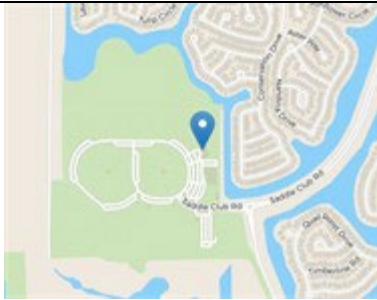
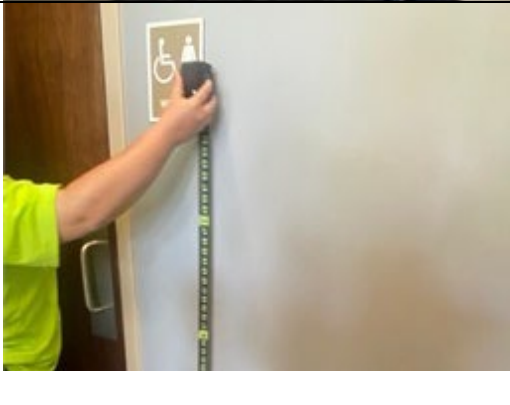
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

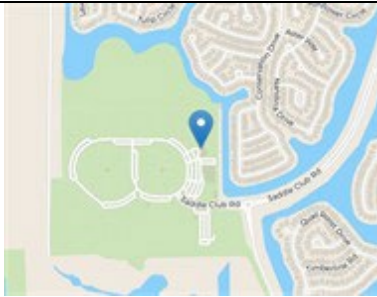
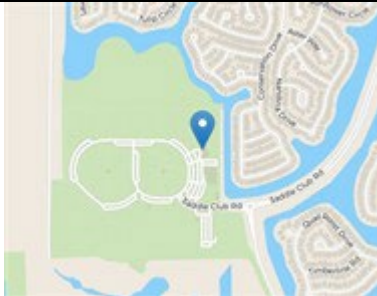

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	


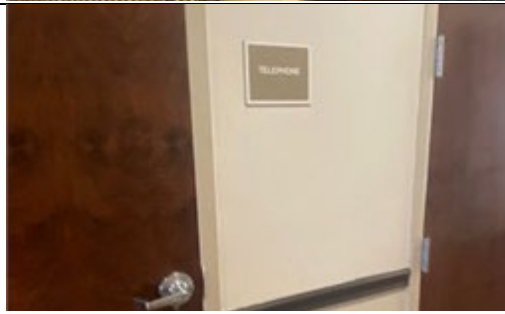



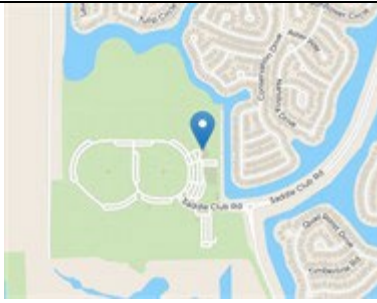

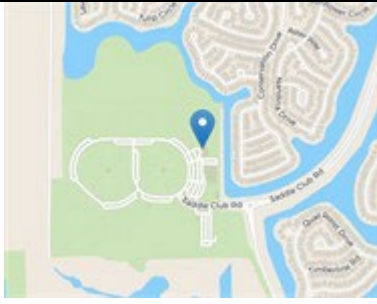

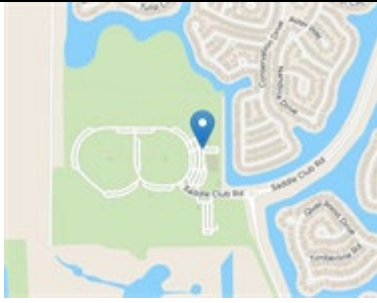

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

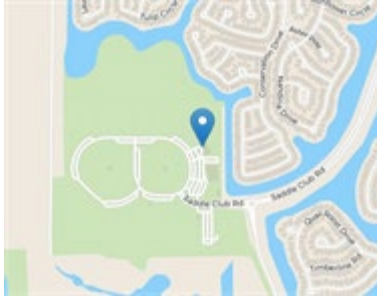

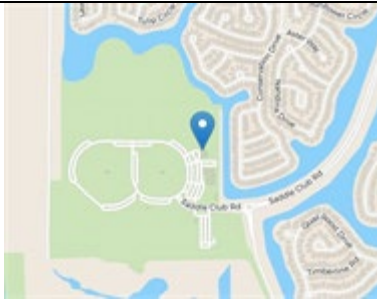

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

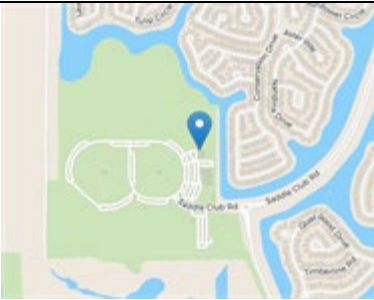

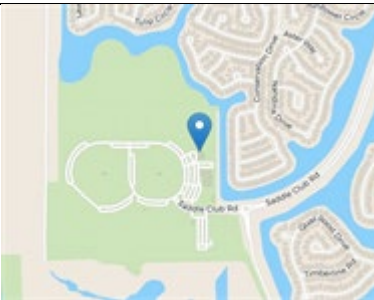



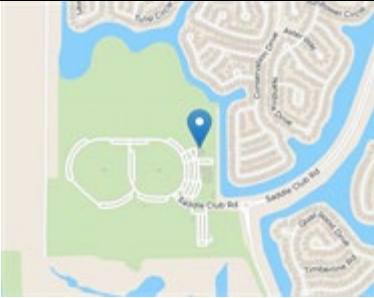


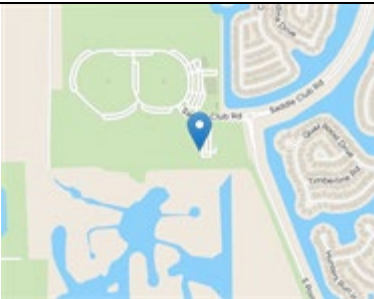

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

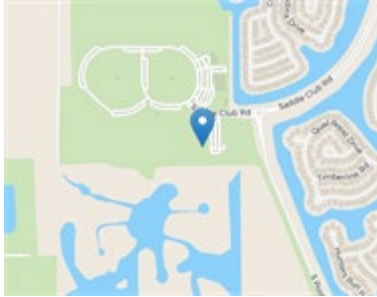

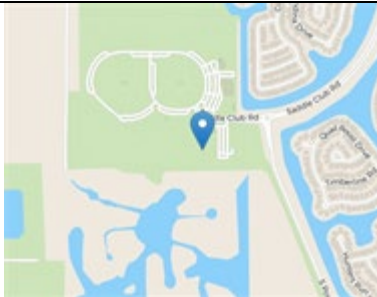

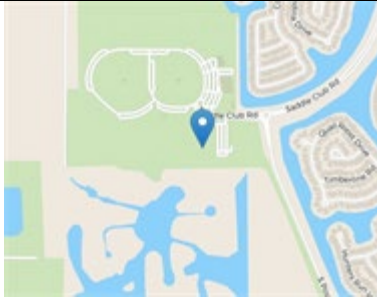

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

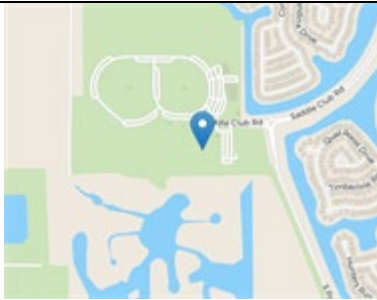


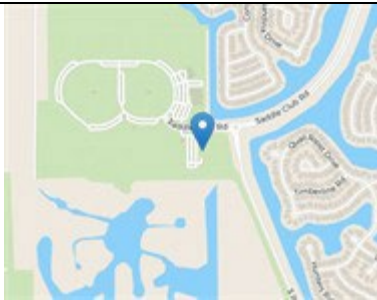



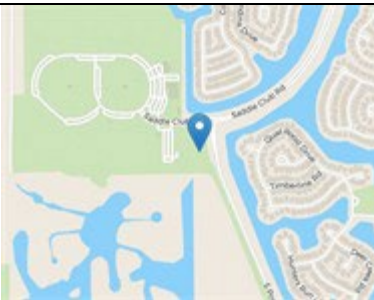

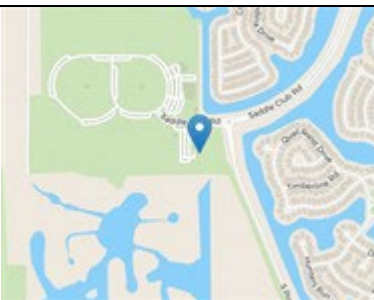

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

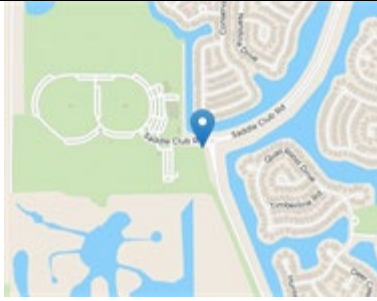


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

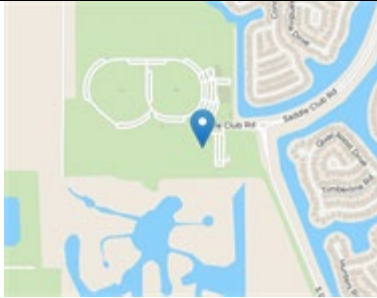

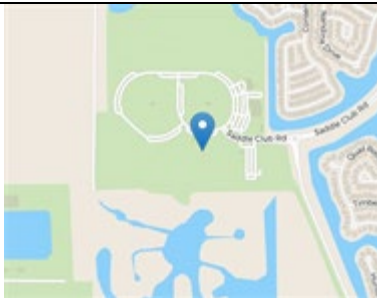



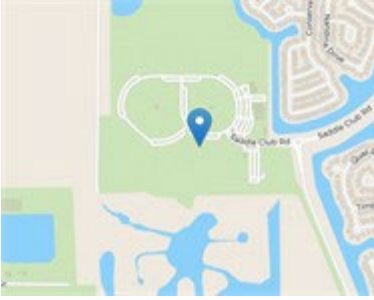

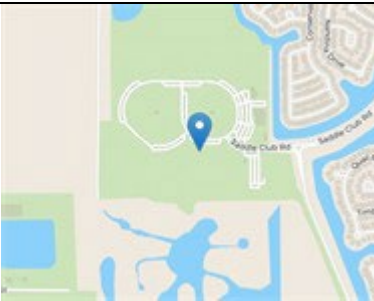



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

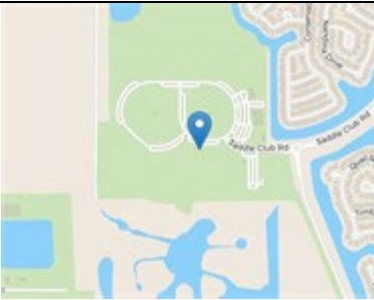

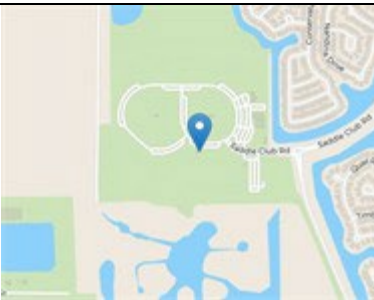

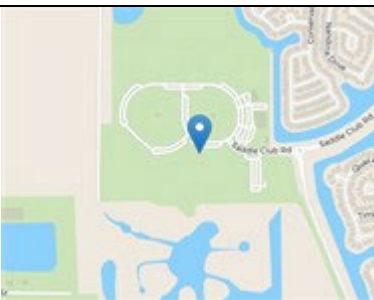

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

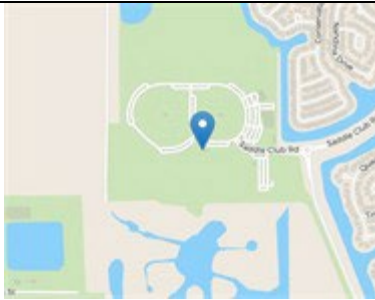

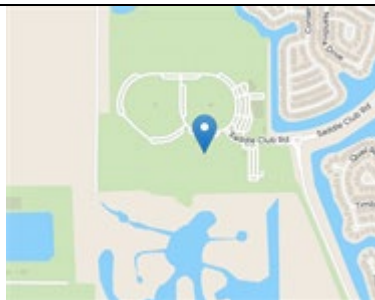



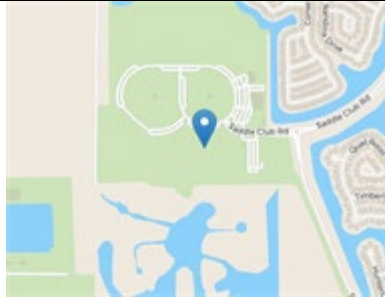

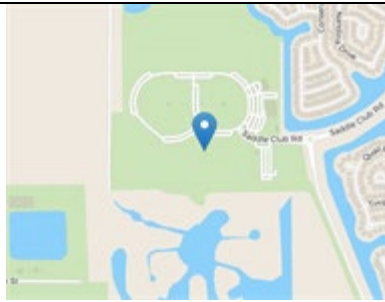

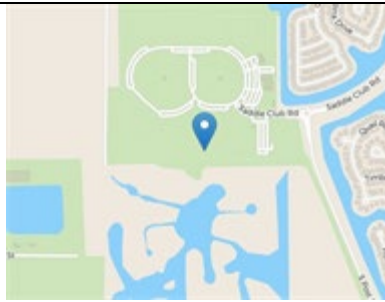
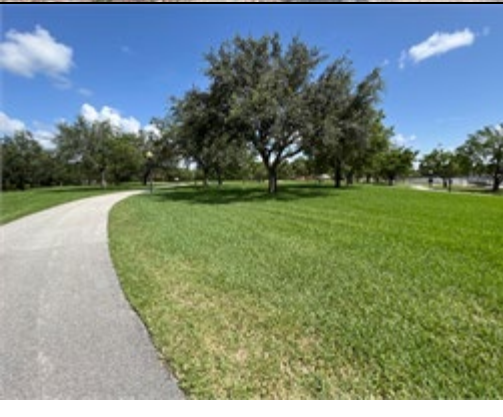
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

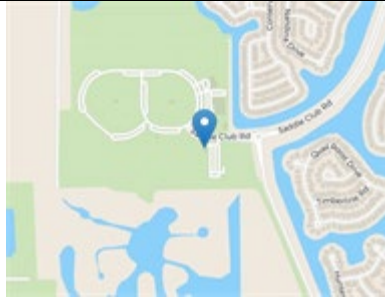

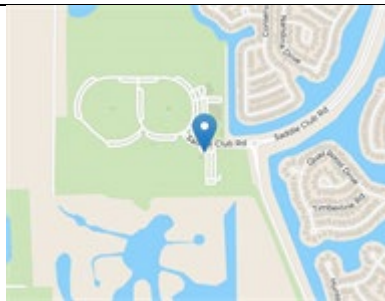

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



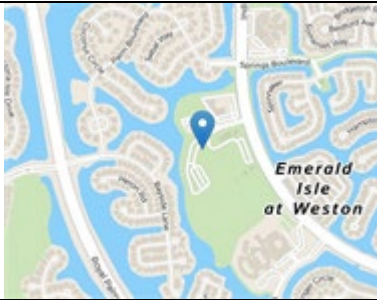

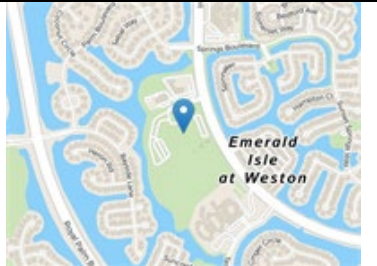

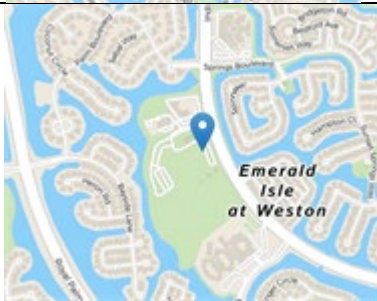



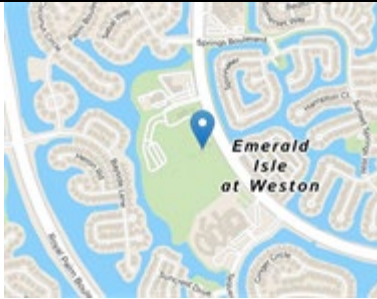

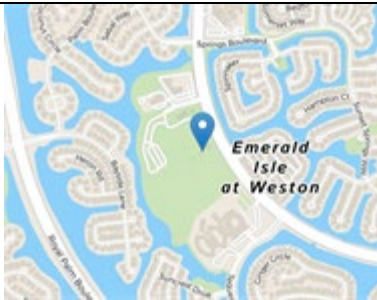



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

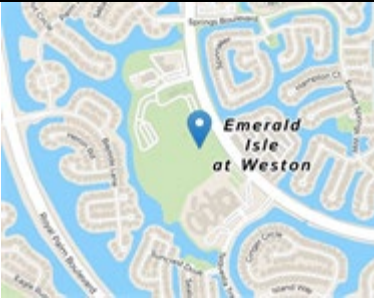




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





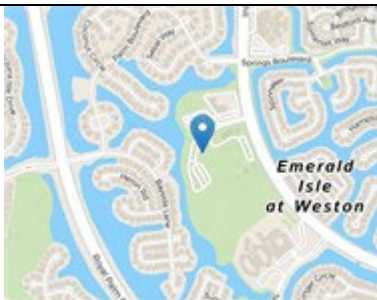



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


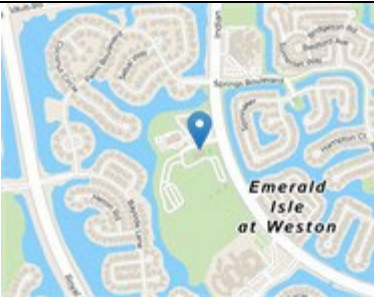



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

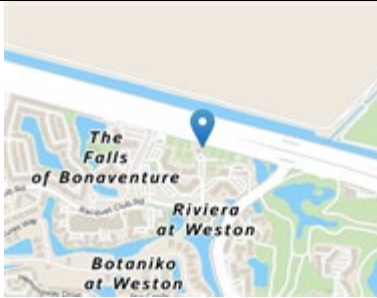

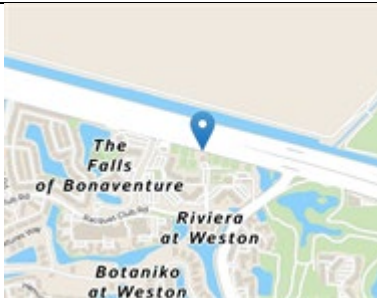



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



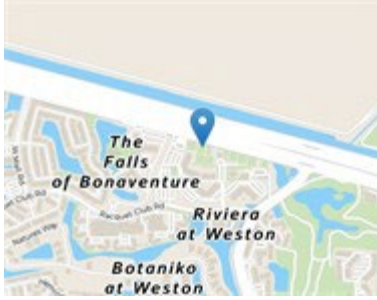

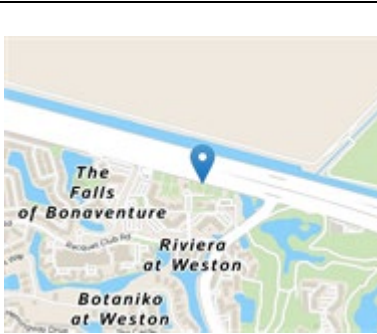

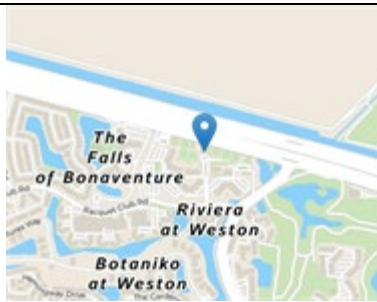
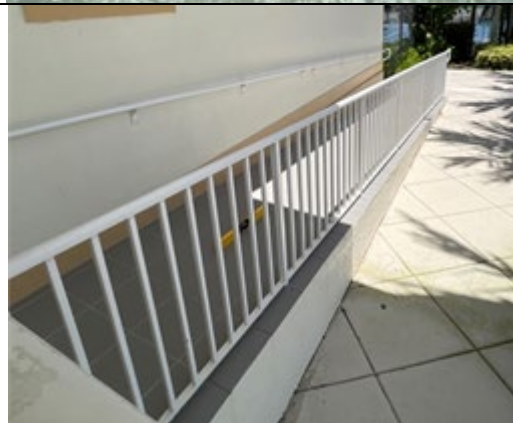
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

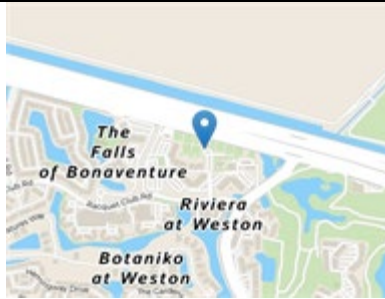

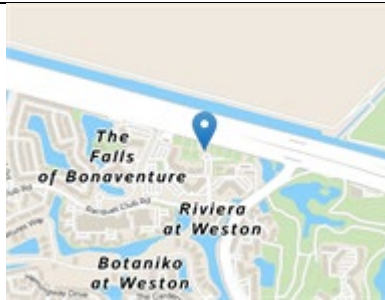

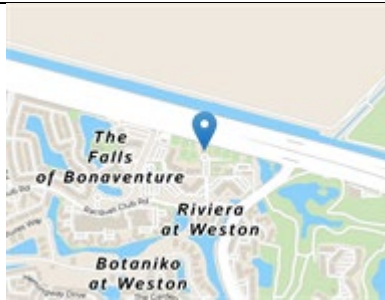

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

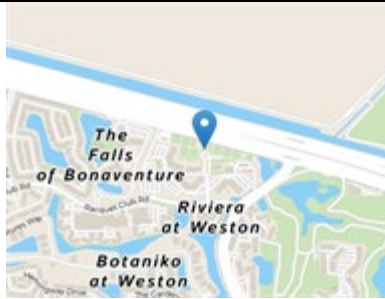

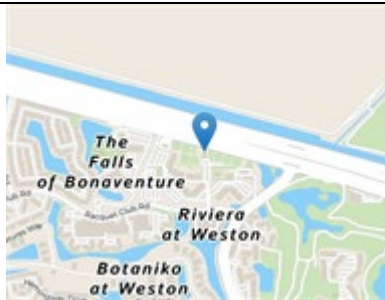

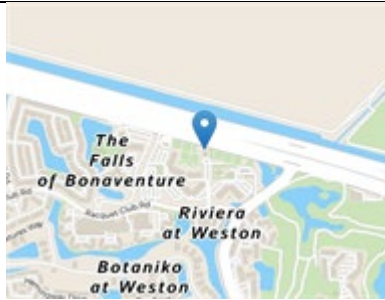



<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.







The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation







- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**







## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

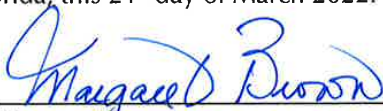
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

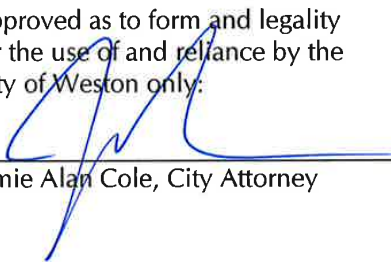
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

### 11. ALLIANCE RESPONSIBILITIES

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**







AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.







5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.





14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.







**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.







## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.





- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.







7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.







- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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**SECTION 8 – SPECIAL CONDITIONS**

None.

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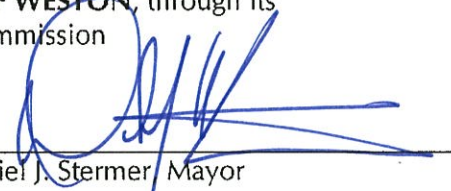




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

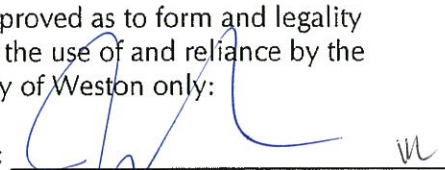
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																									
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____																									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____																									
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 10%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER				E.L. EACH ACCIDENT				\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																													
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	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																											
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> CLIFDRY-01 Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	<b>INSURER A:</b> Philadelphia Indemnity Ins Co. <b>NAIC #</b> 18058 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

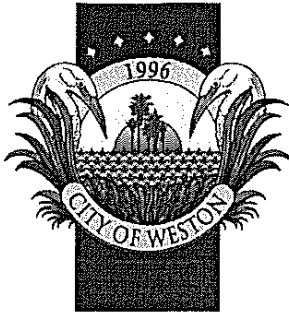
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911







**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**





PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522
CONTRACTOR NAME: Cliff Drysdale Management, Inc.
CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132
CONTRACTOR PHONE NO: (830) 625-5911
SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200
OWNER NAME: City of Weston, Florida
OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326
OWNER PHONE NO.: (954) 385-2000
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)
OBLIGEE ADDRESS:
OBLIGEE PHONE NO.:
BOND AMOUNT: \$100,000.00
CONTRACT NO.: (If applicable) RFP NO. 2015-14
DESCRIPTION OF WORK: Tennis Center Operator Services
PROJECT LOCATION: Citywide
LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.





THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date: 7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date): 7/1/2016

Amount: \$100,000.00

Modifications to this Bond: None \_\_\_\_\_ See Page(s) See attached Cover Page







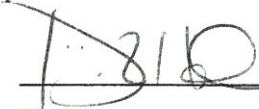
EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

**CONTRACTOR AS PRINCIPAL**

Cliff Drysdale Management, Inc.

  
Signature

Don Henderson  
Name

CEO  
Title

**SURETY**

Platte River Insurance Company

  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

**FLORIDA RESIDENT AGENT**

\* Florida Surety Bonds, Inc.

620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line





basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8



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APPENDIX A - LEASE AGREEMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the





Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.





(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures







of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.





C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms





acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.







(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) Continued Obligations. Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) Removal of Debris. If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) Minor Damage. If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) Major Damage to or Destruction of the Premises. If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises





at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any





sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or







(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment if not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as Exhibit F, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

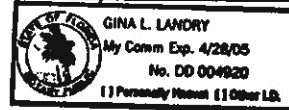
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

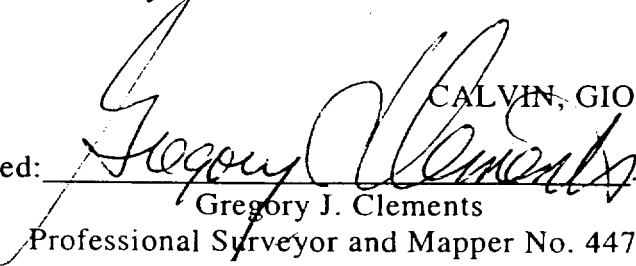
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

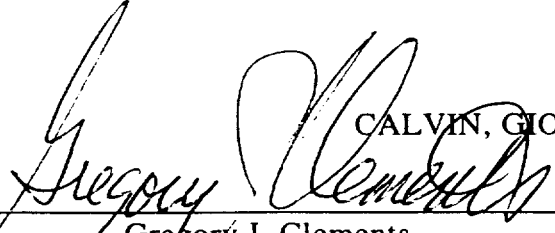
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





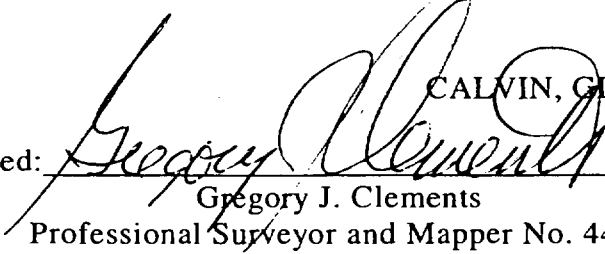
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

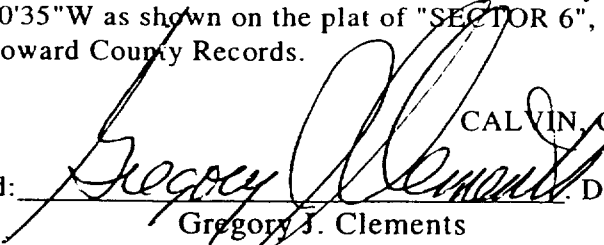
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



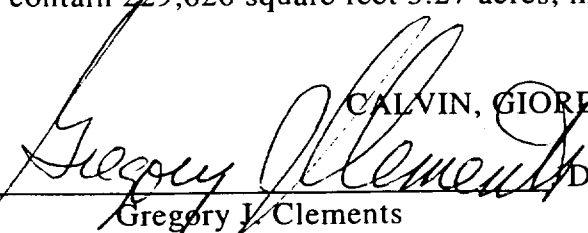
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

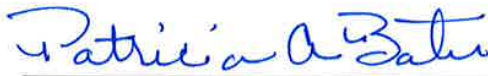
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:



Patricia A. Bates, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.





**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010



With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

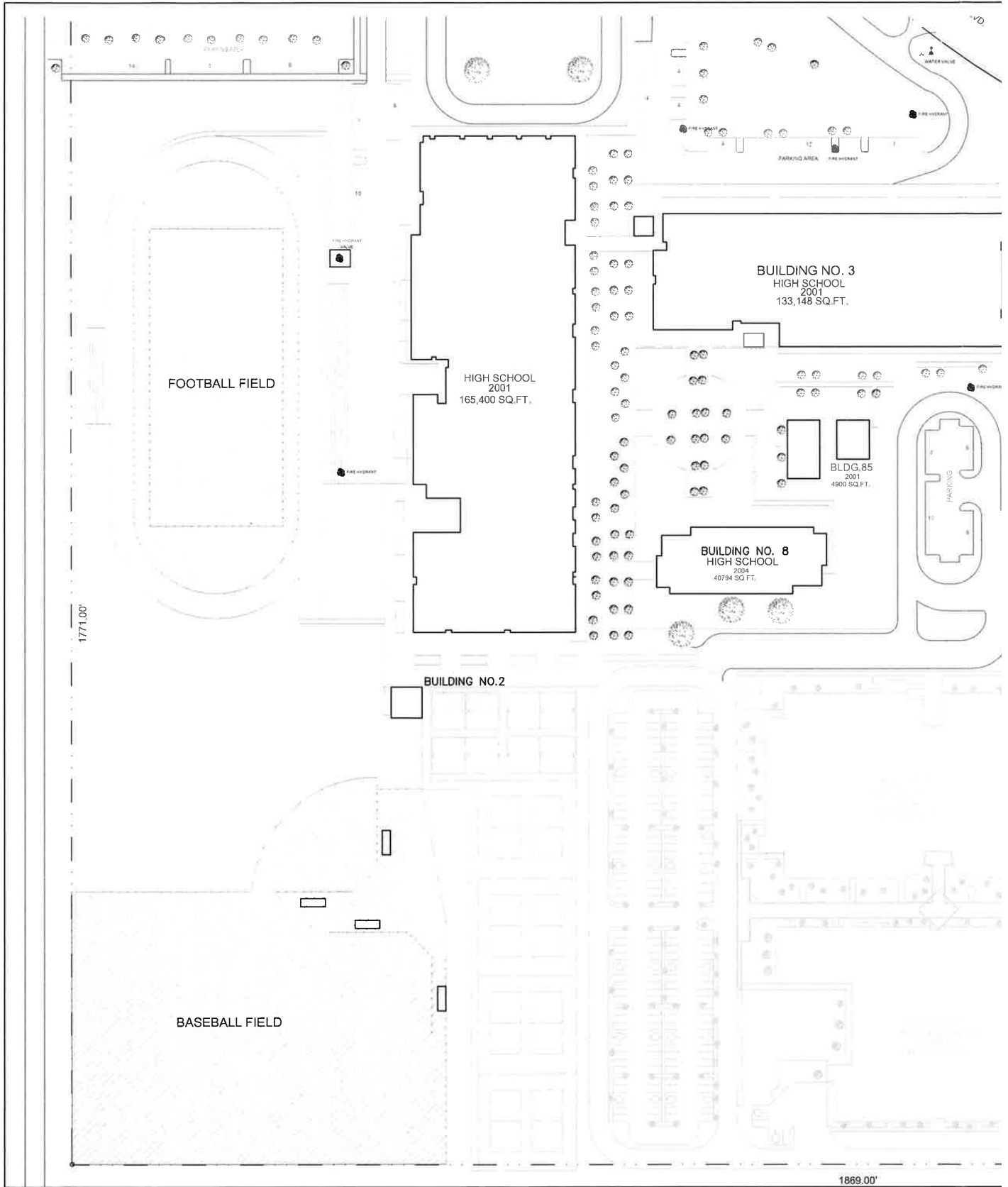
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

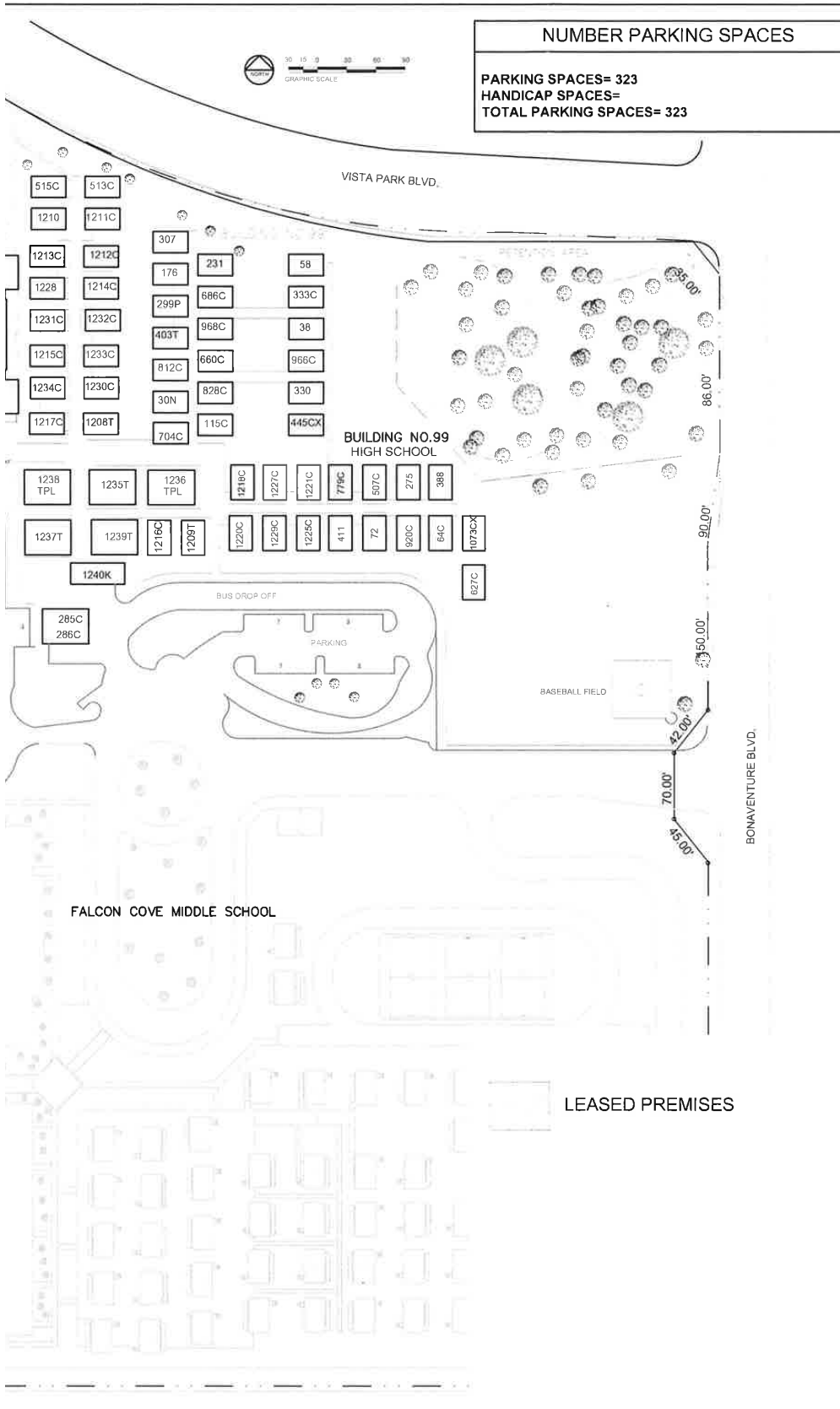
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve

Disapprove

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL







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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

**THE CITY OF WESTON**

**PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY**

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston**

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

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1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

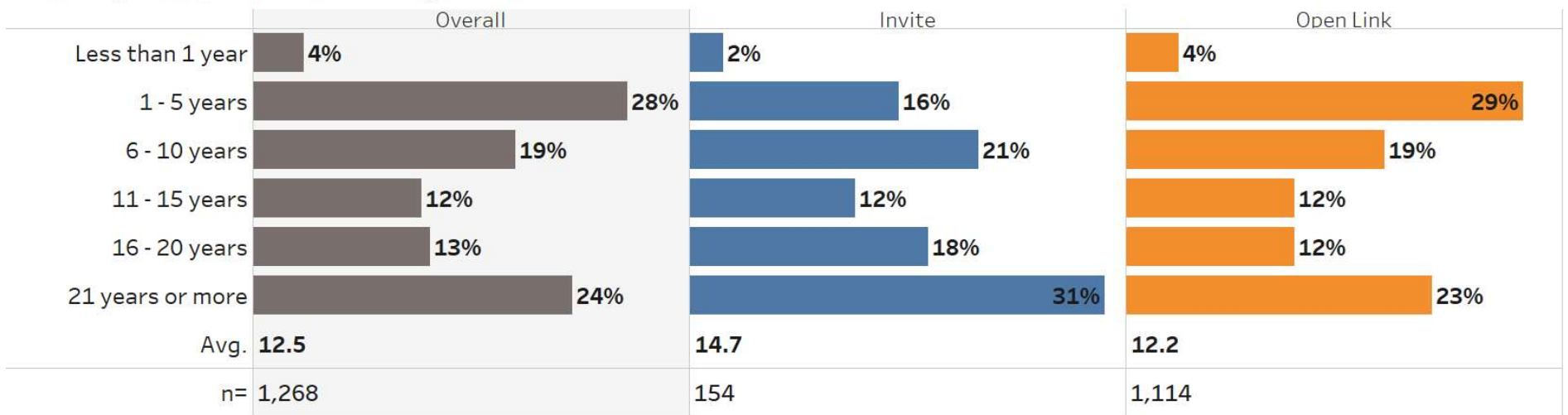
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



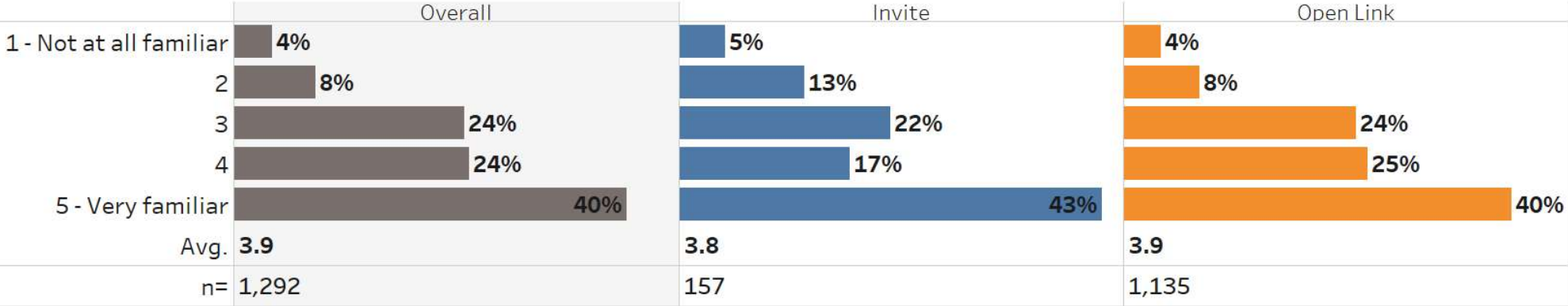
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

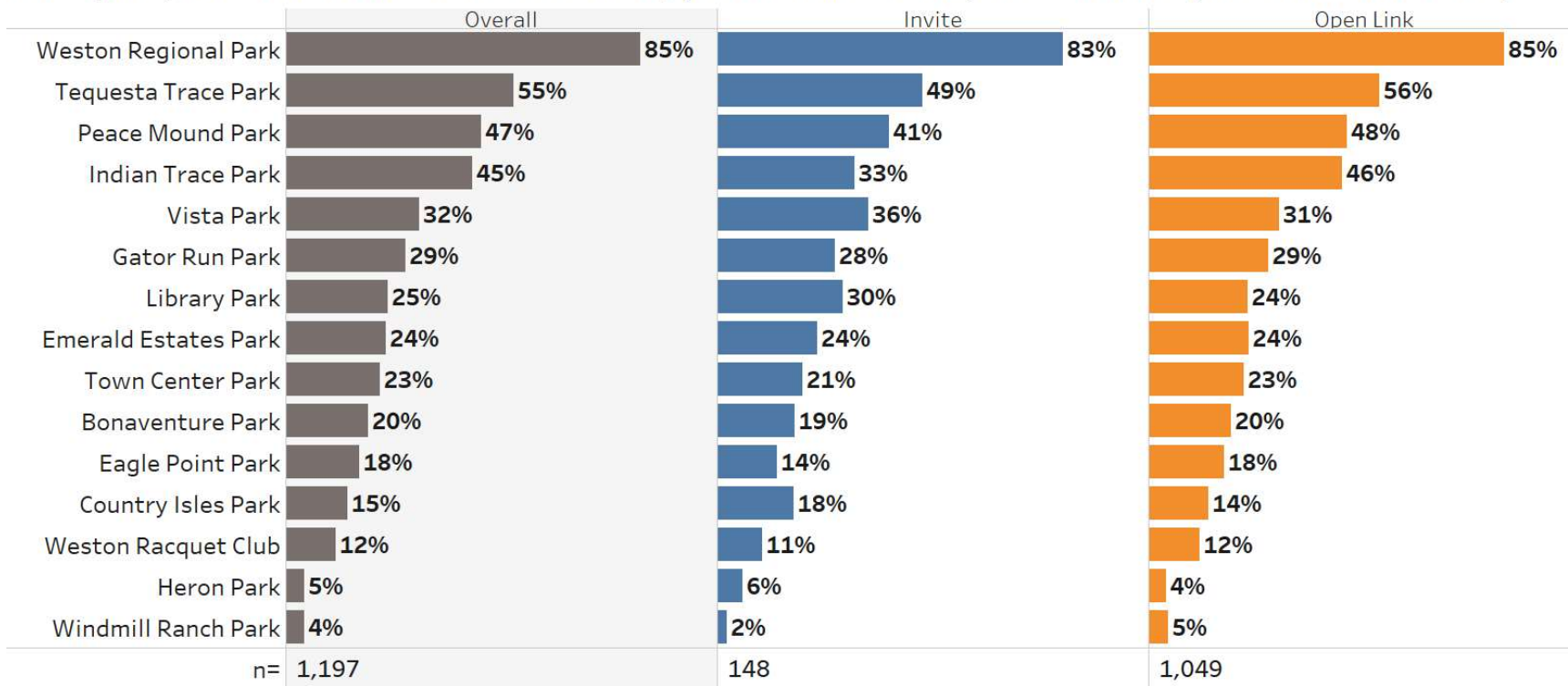
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



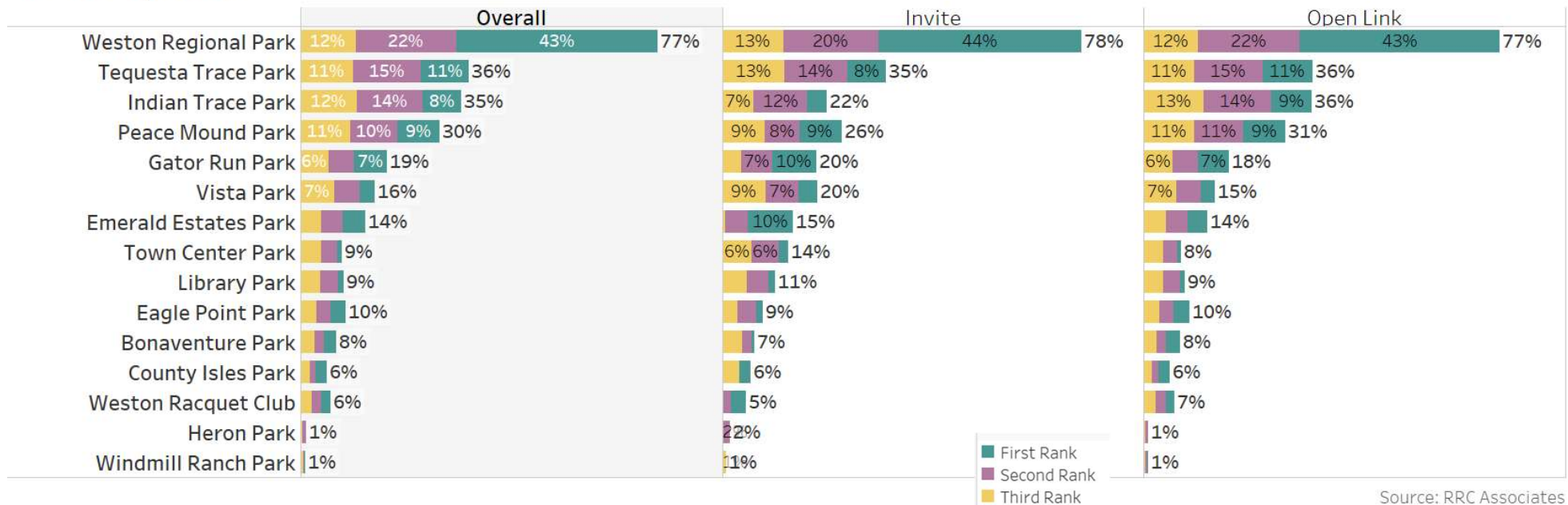
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

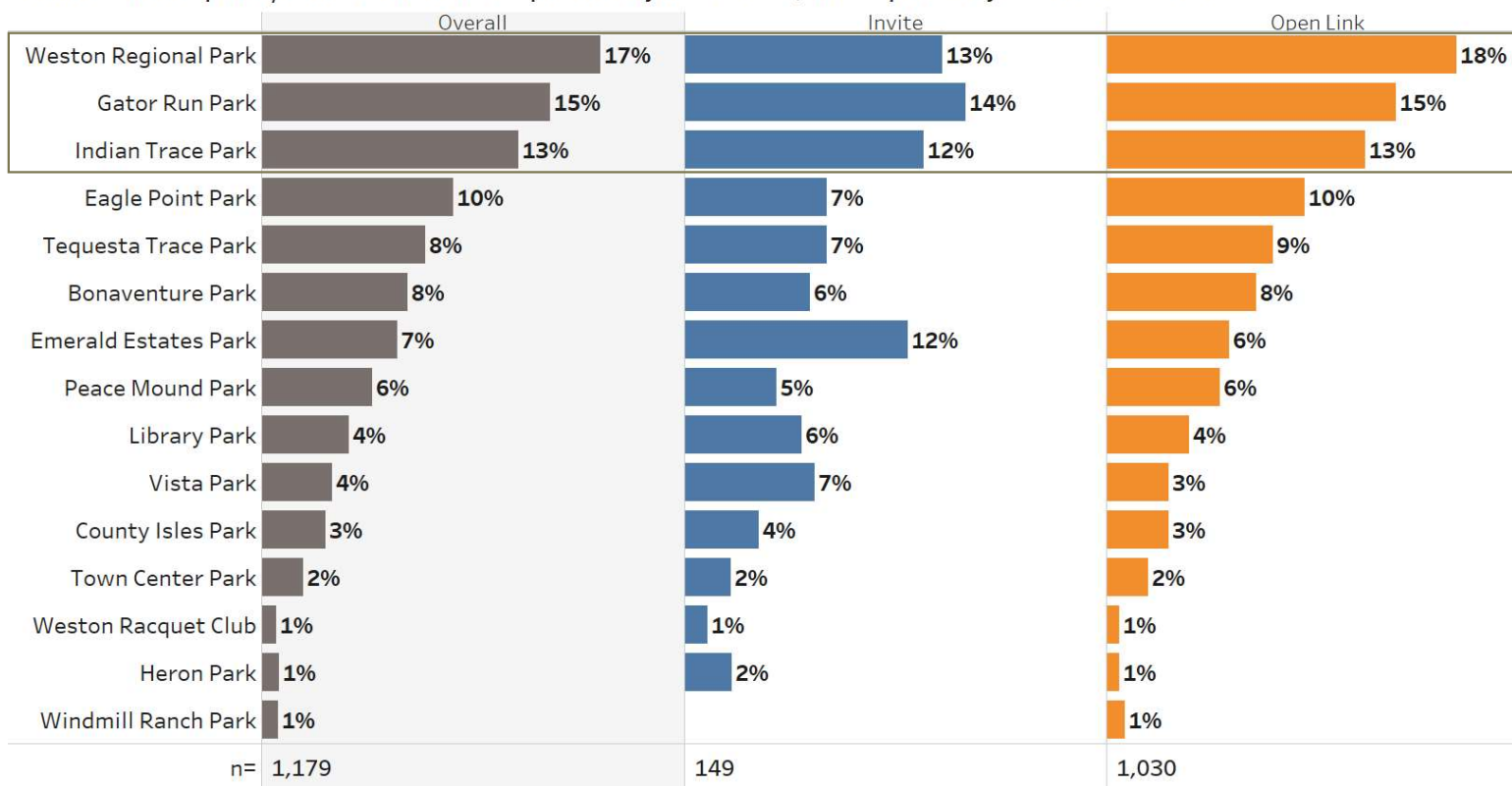


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

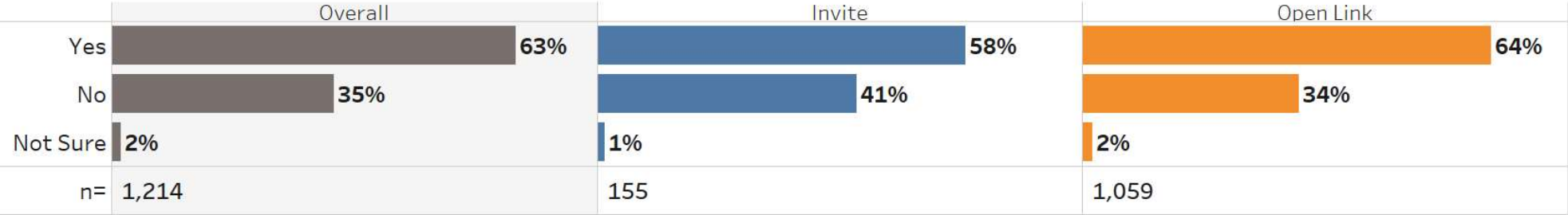


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

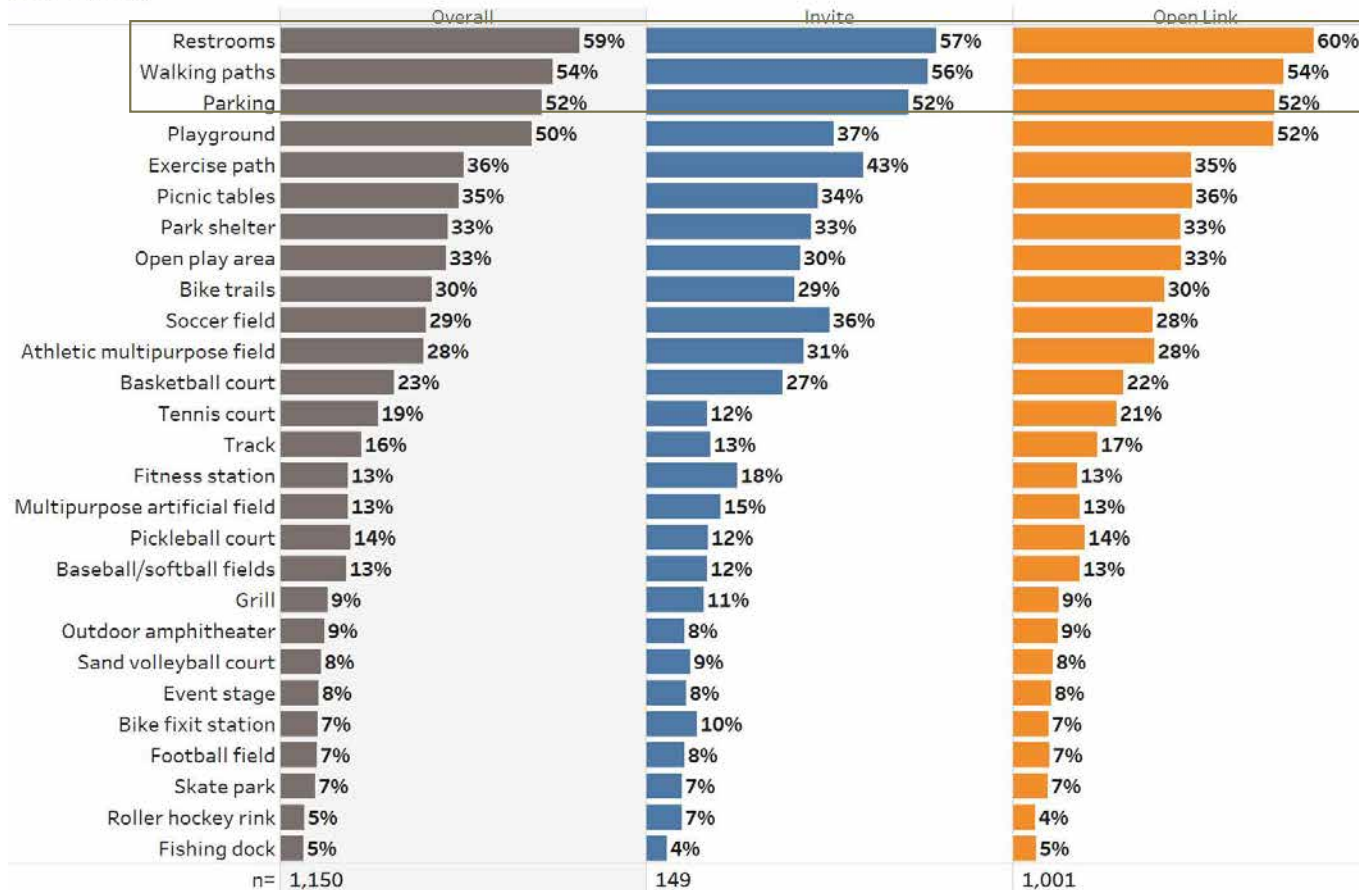
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

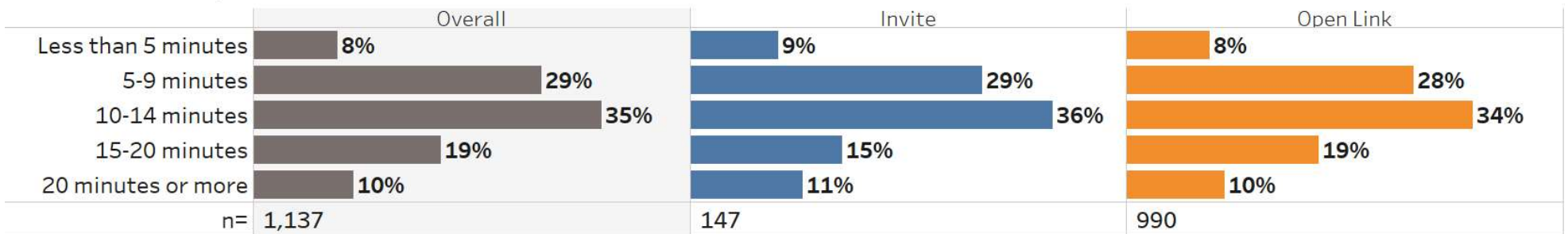
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

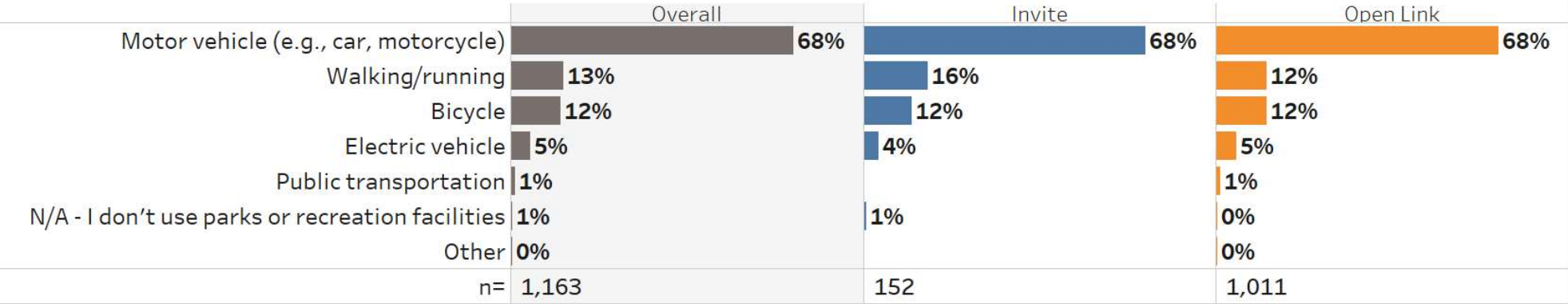
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

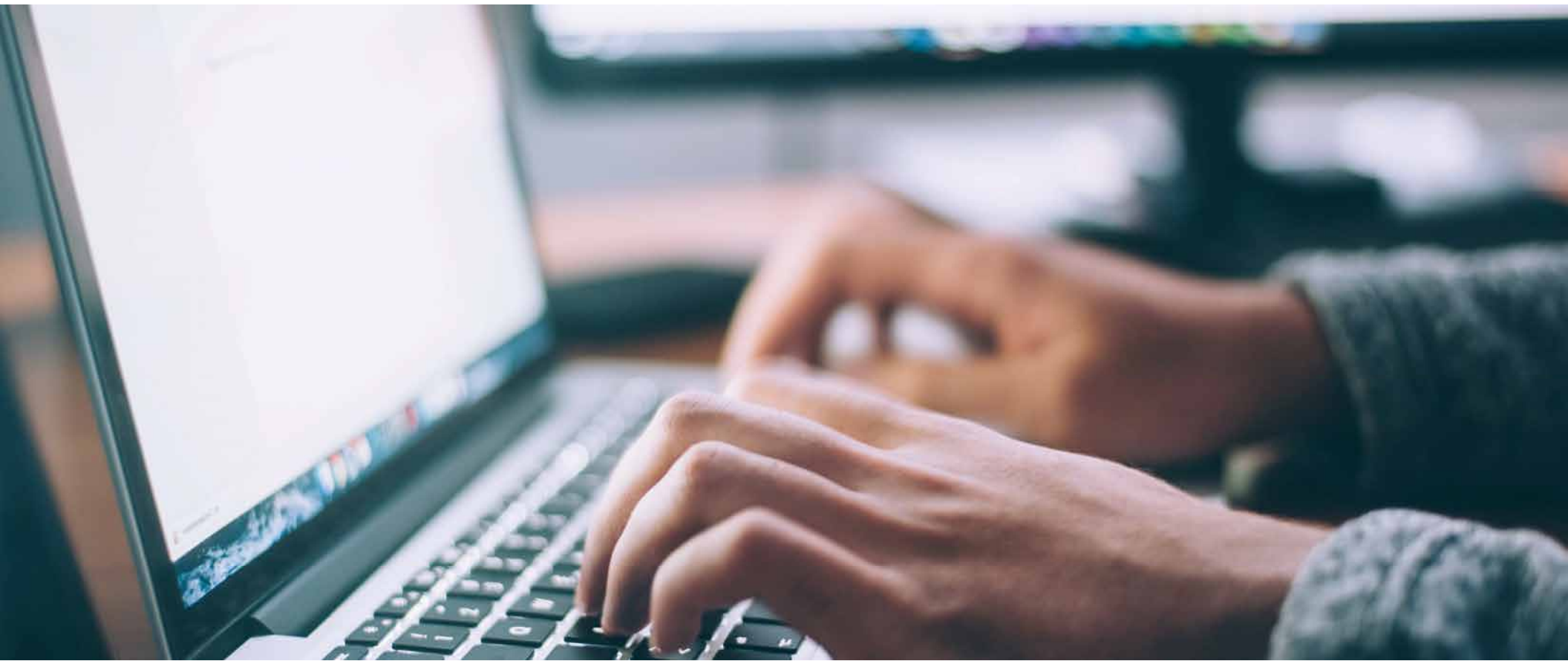
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

# Communication

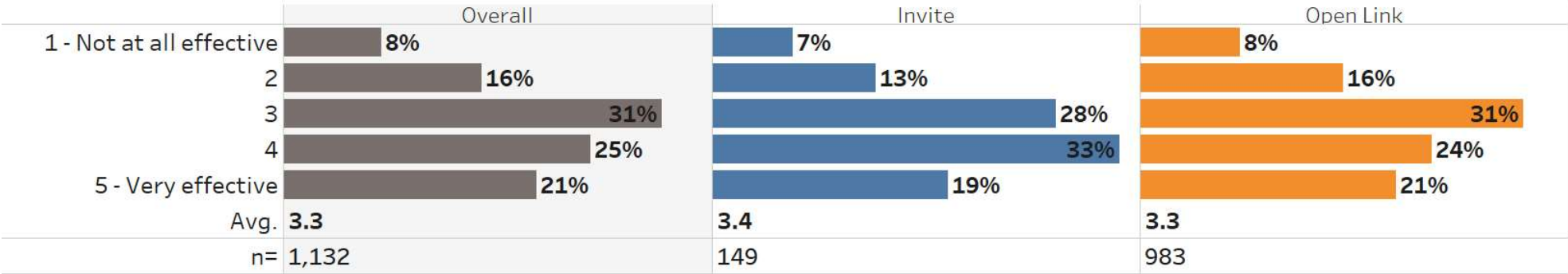




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

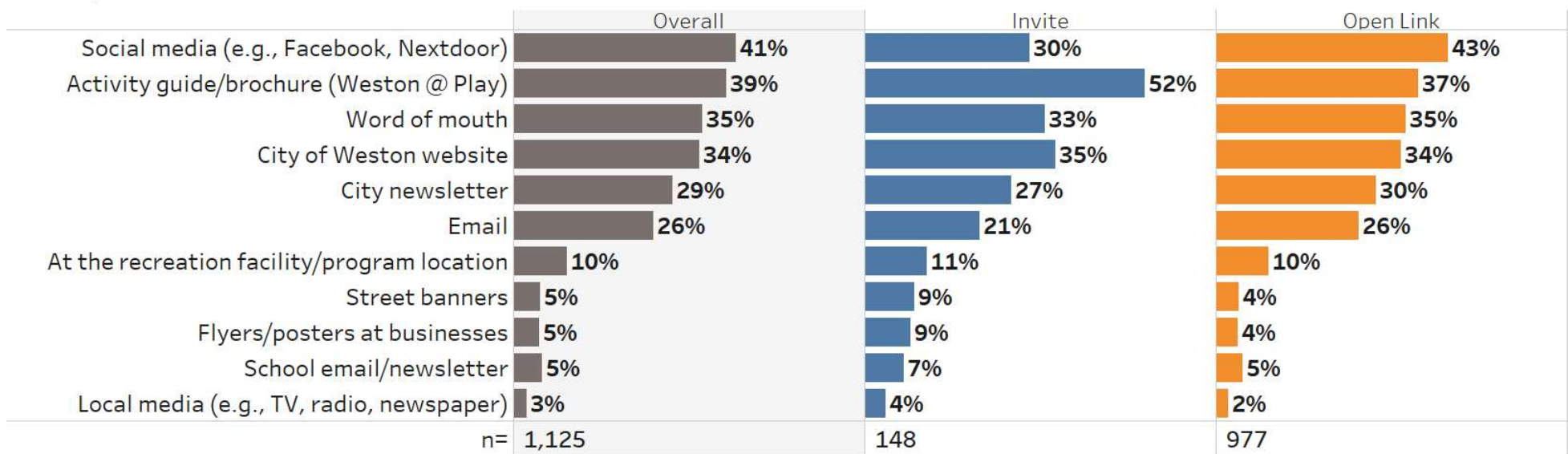


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

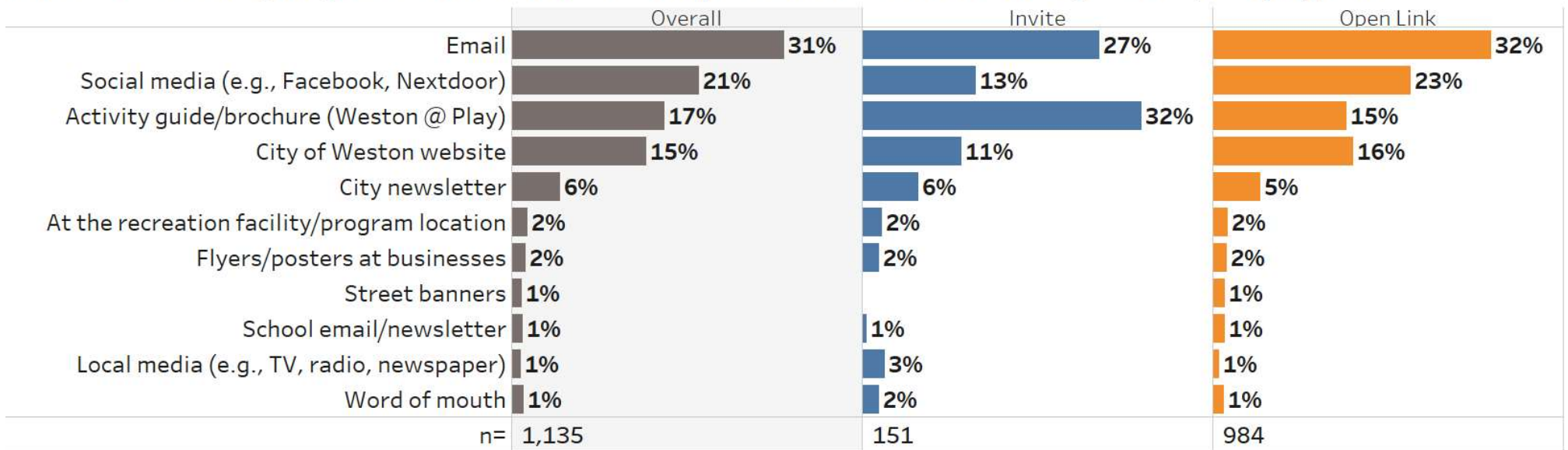


Source: RRC Associates

# Preferred Communication

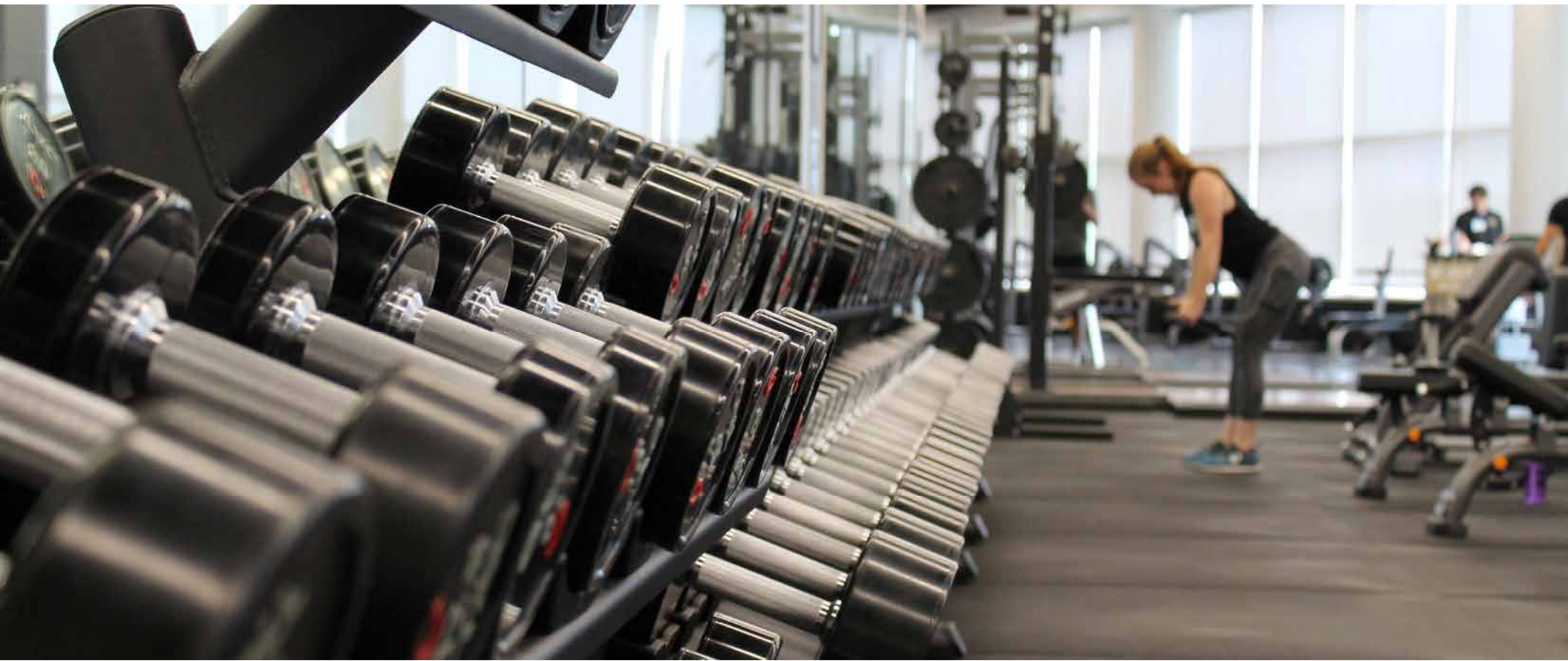
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



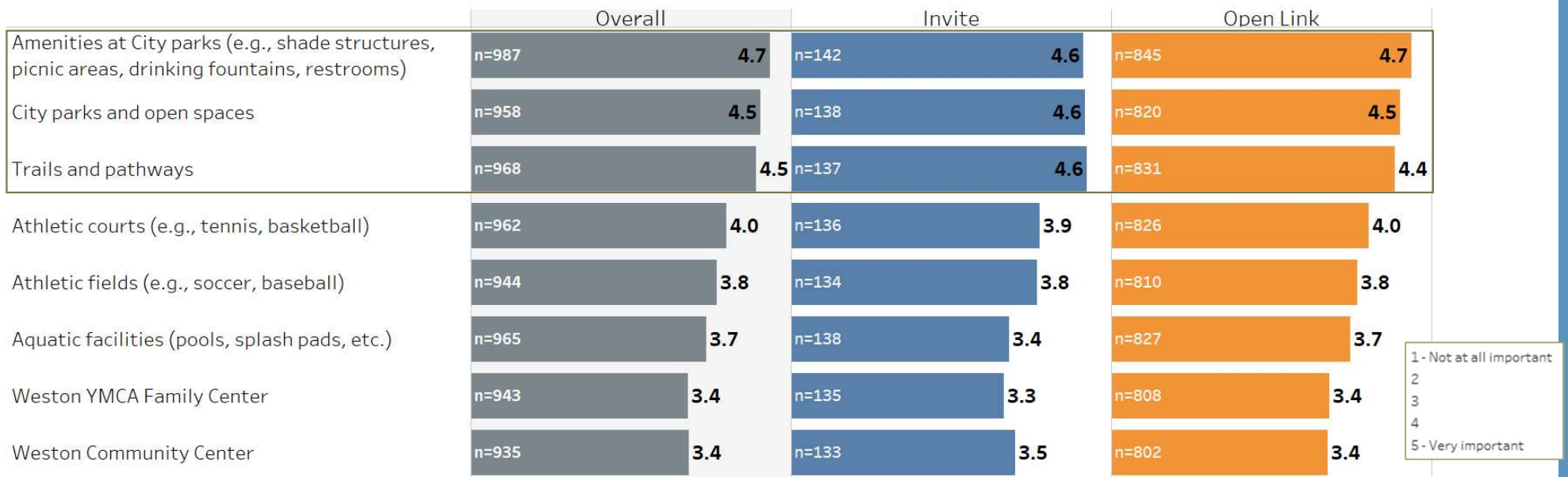


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

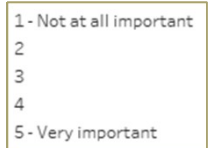
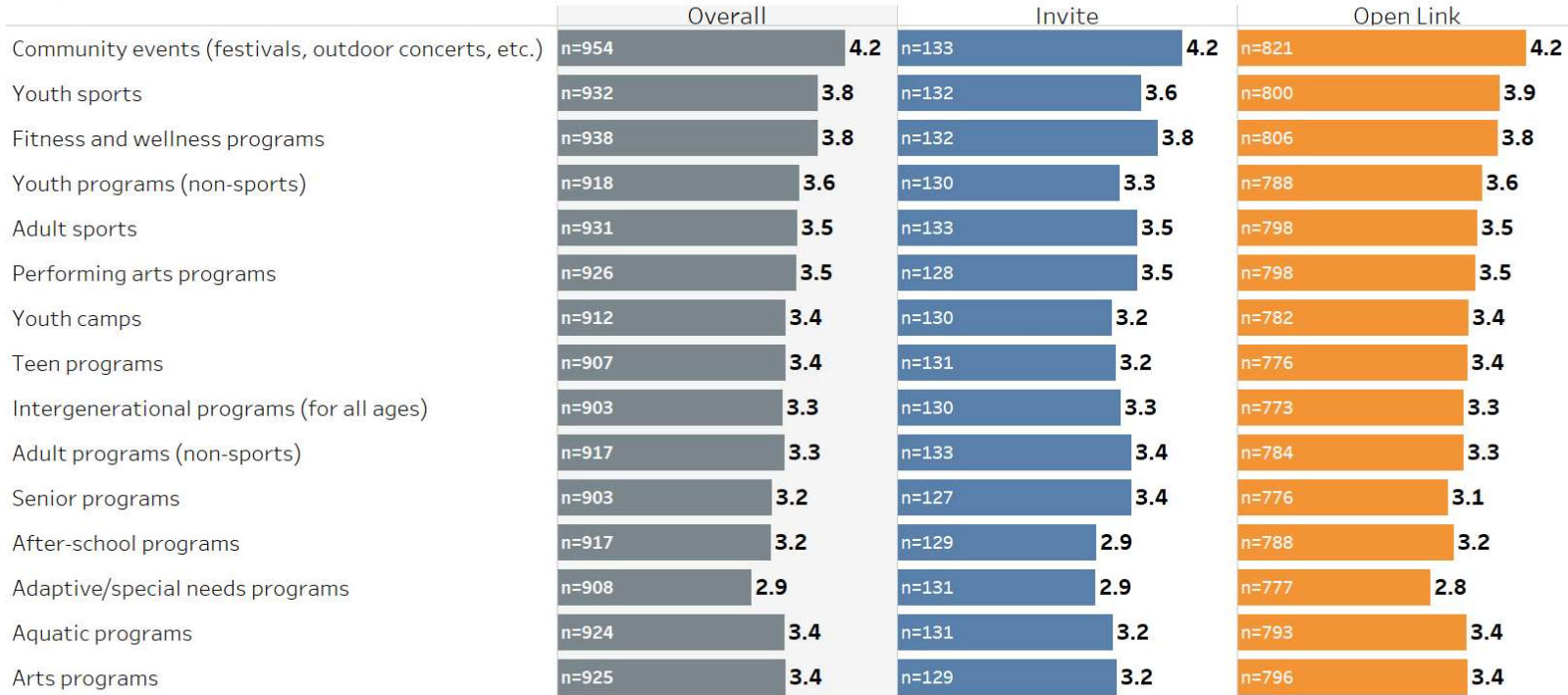


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



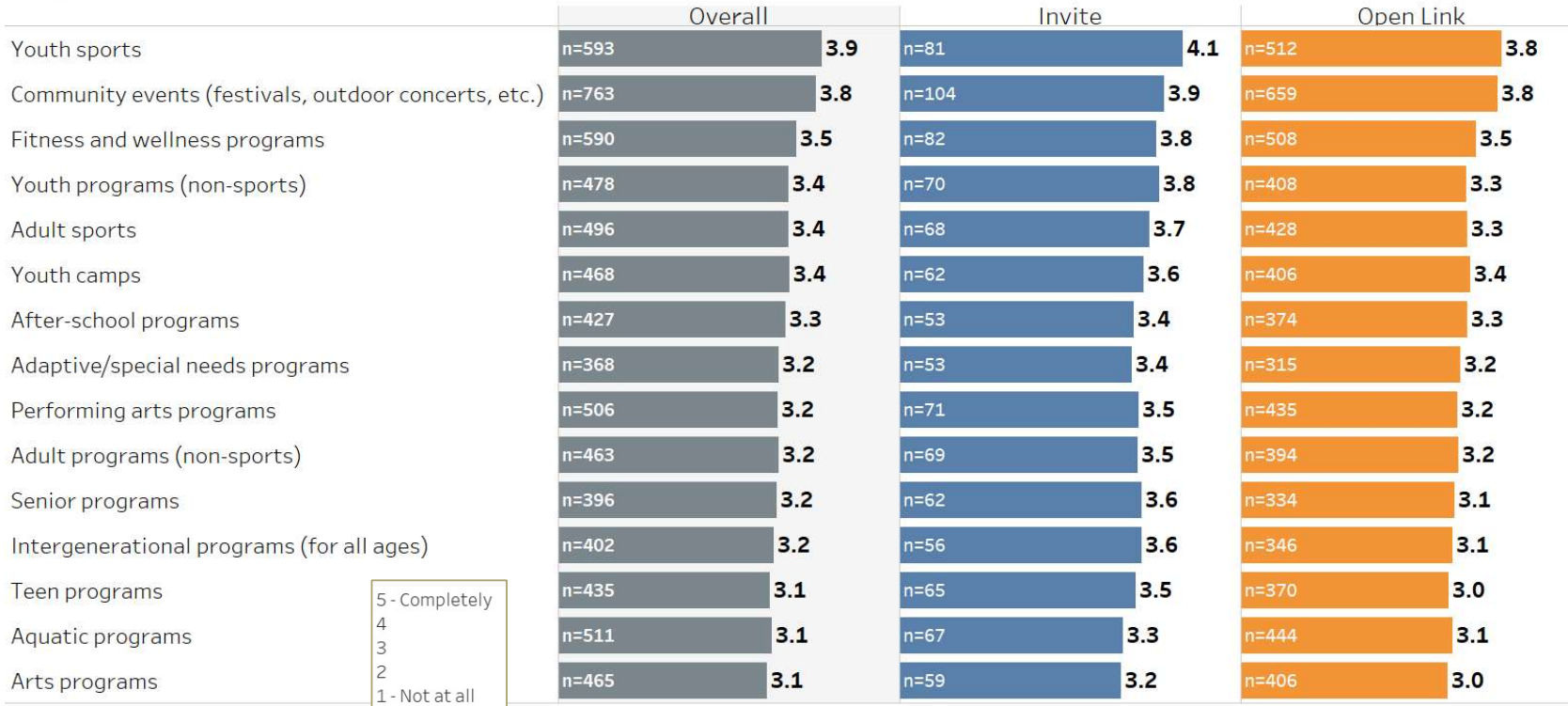
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Programs & Services

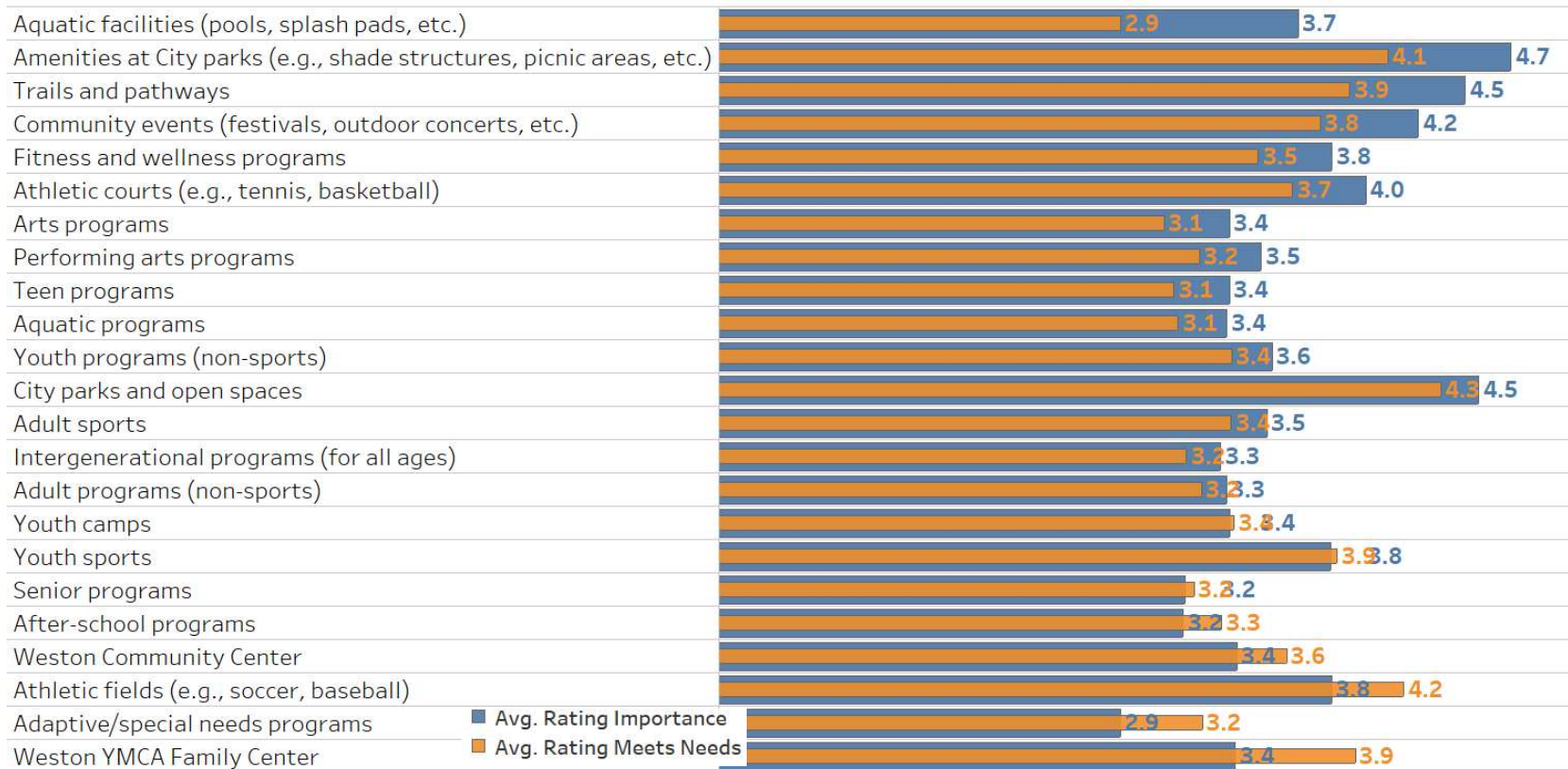


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

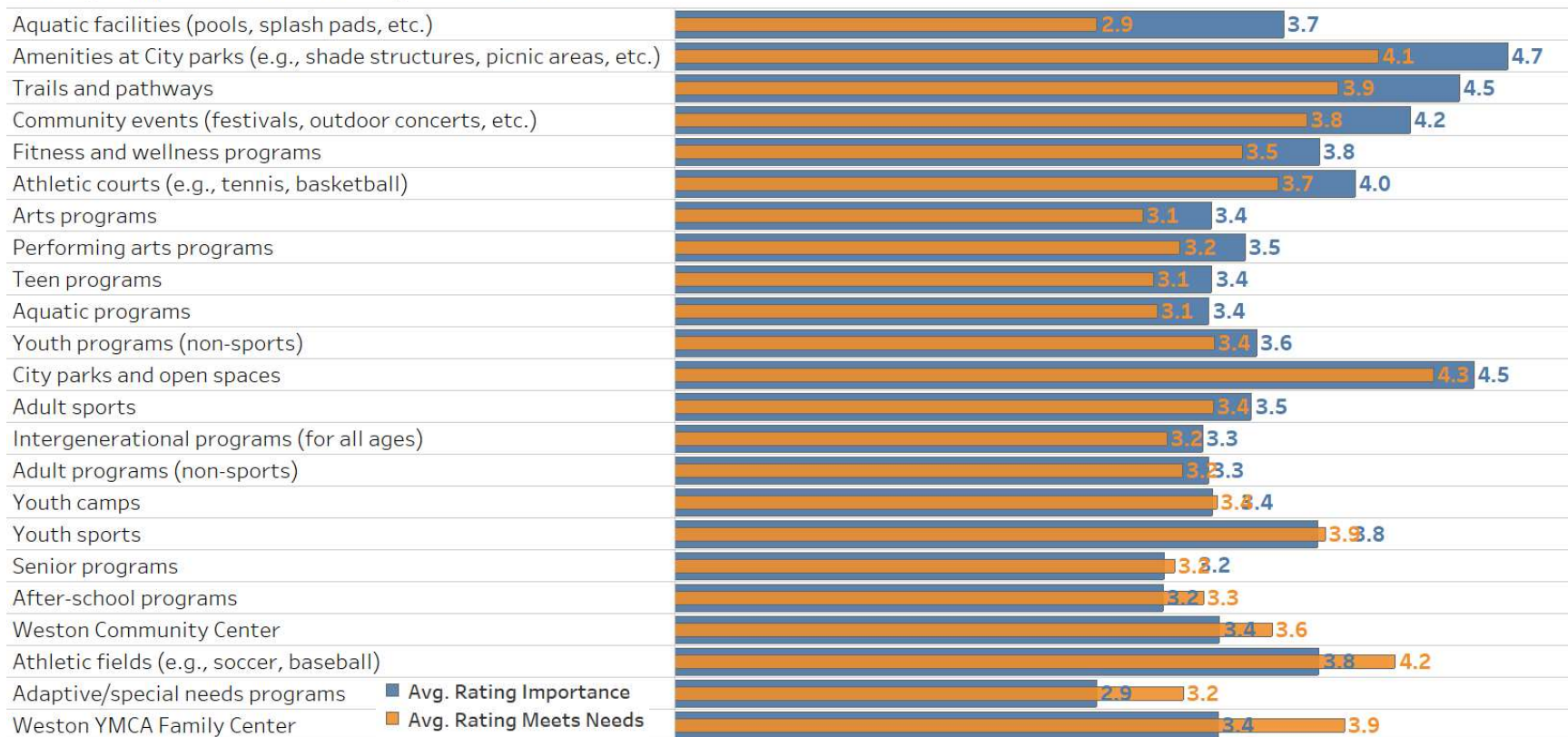
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

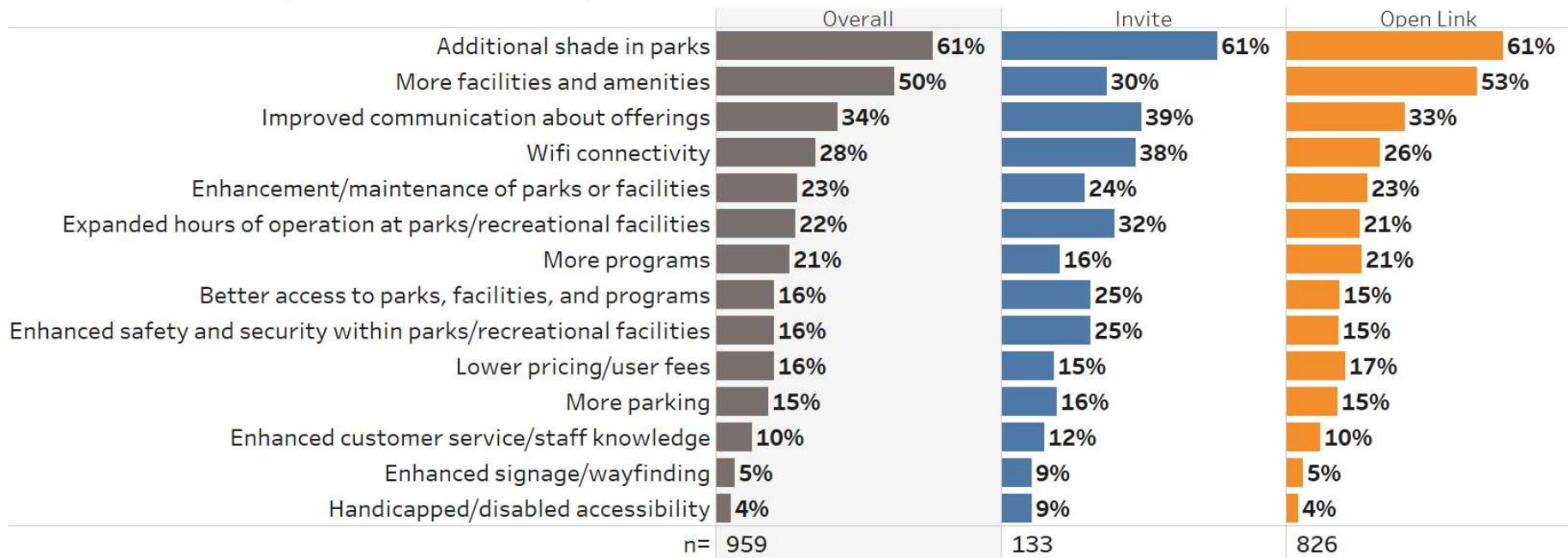


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

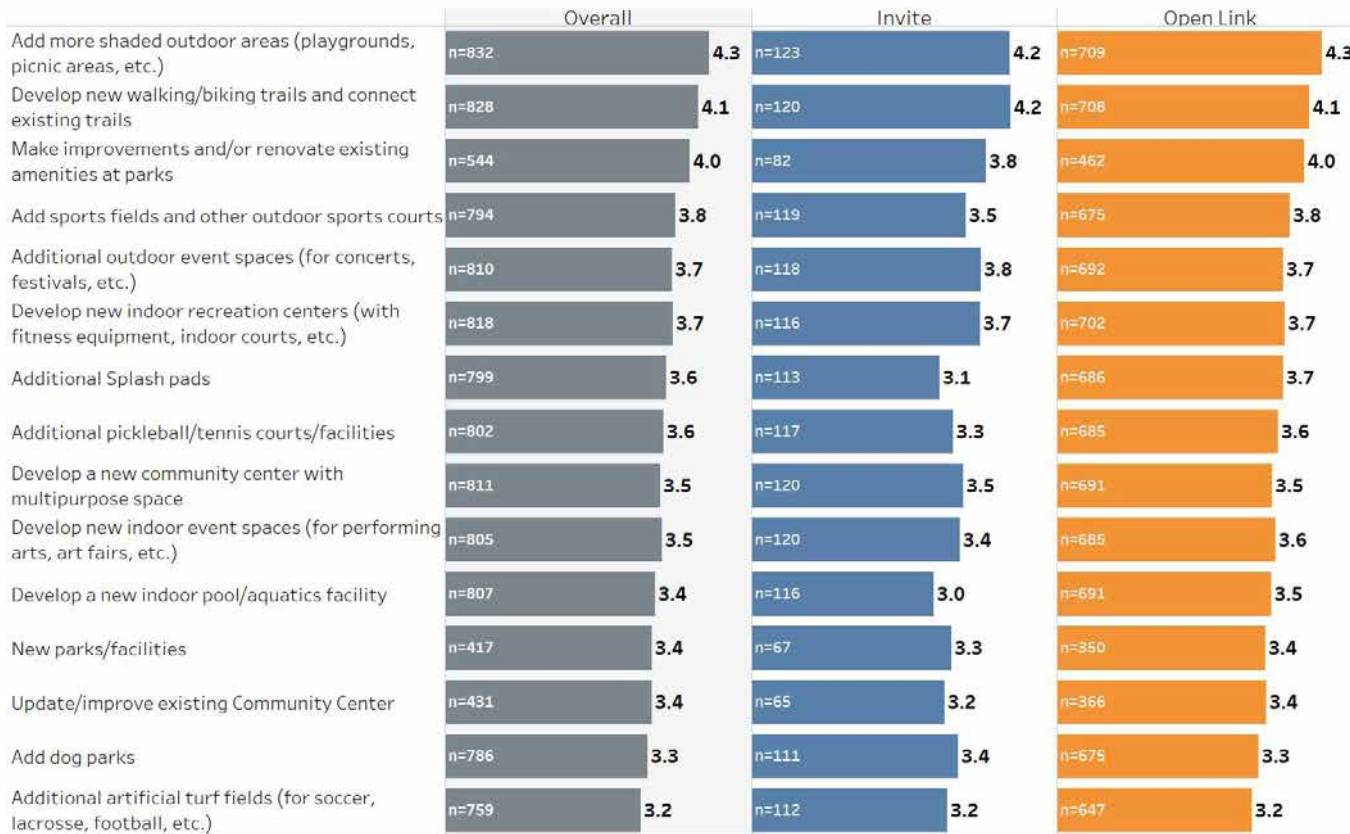




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

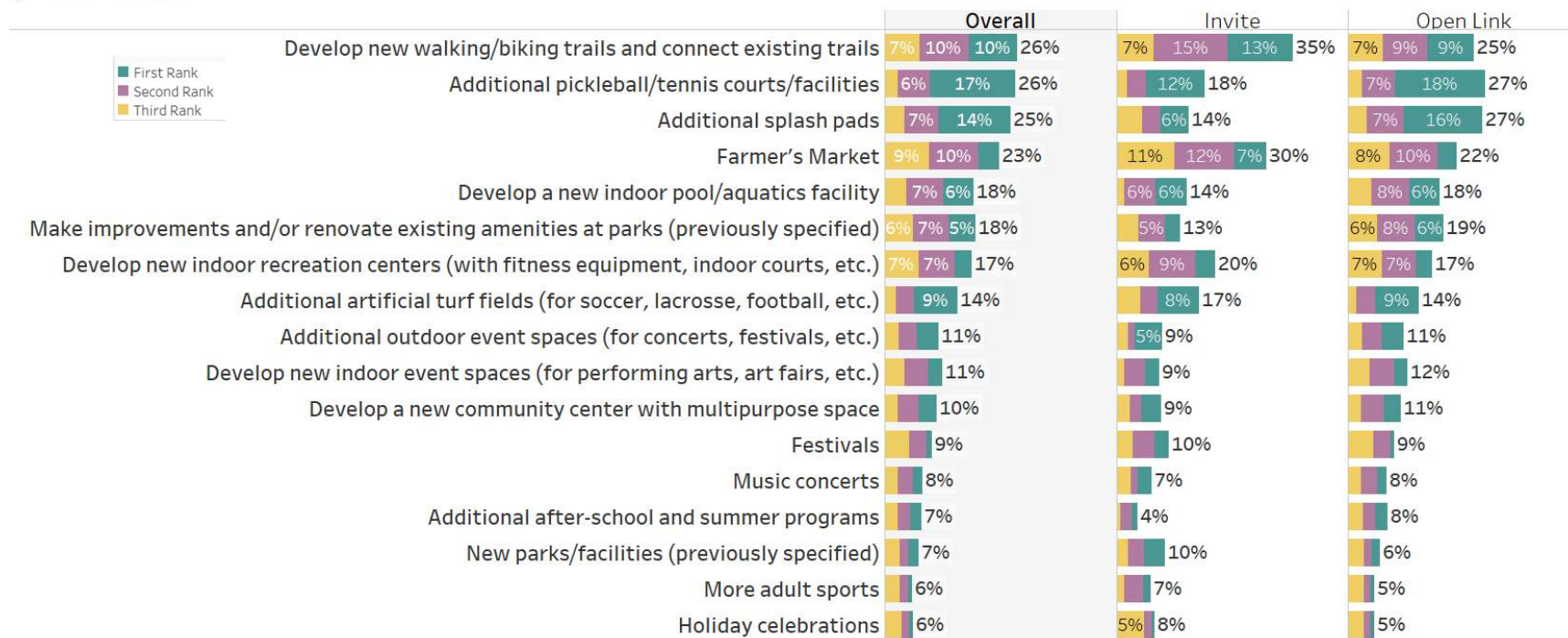
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

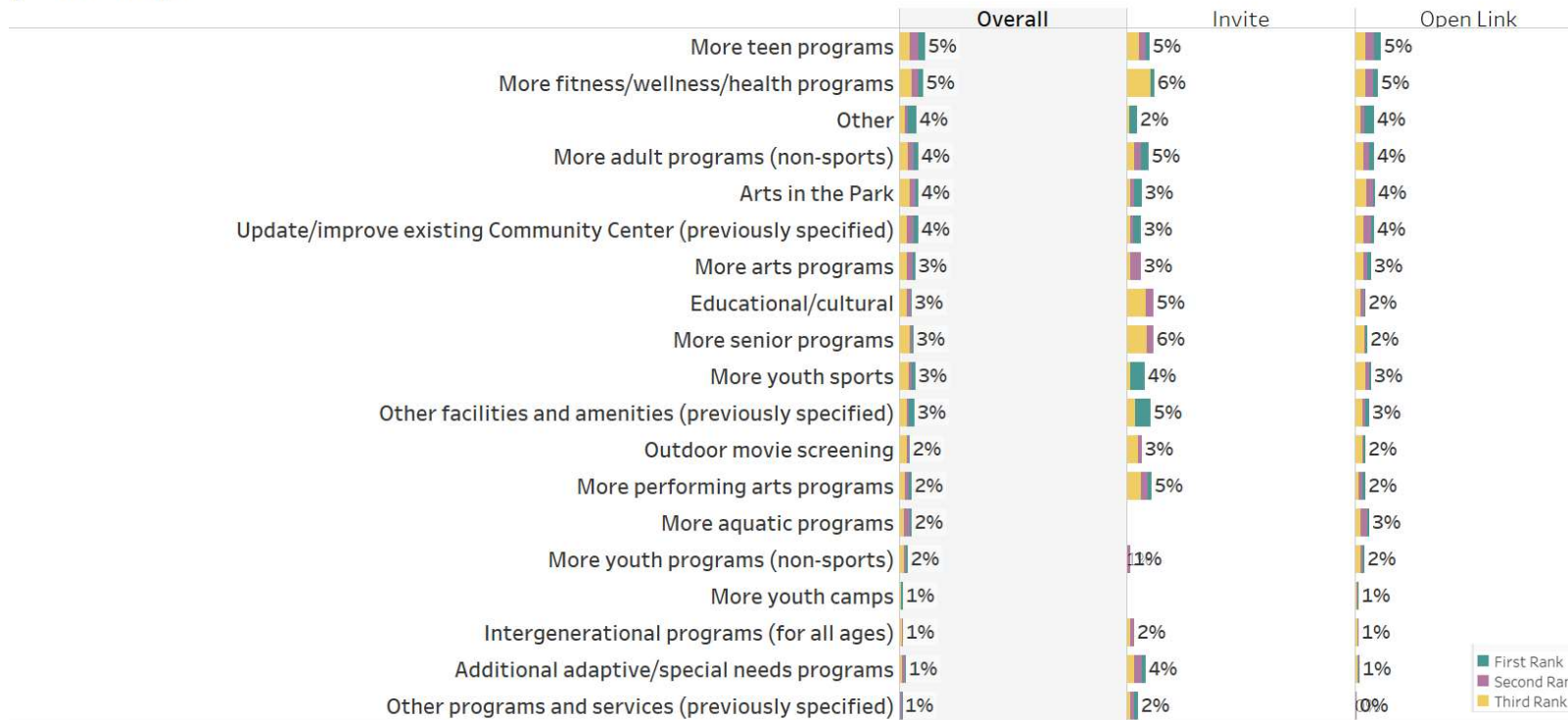


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

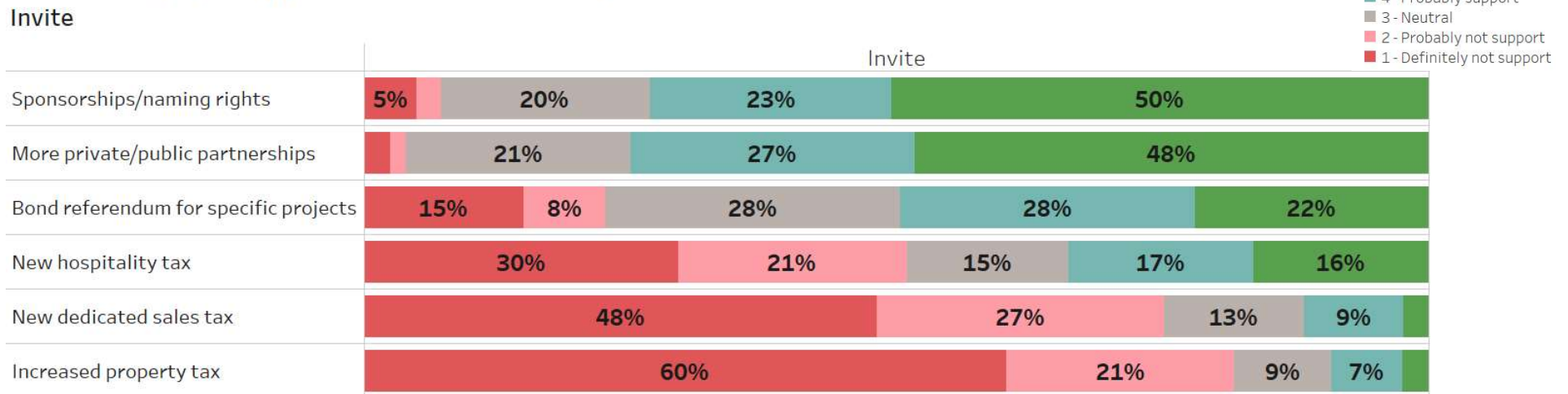
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

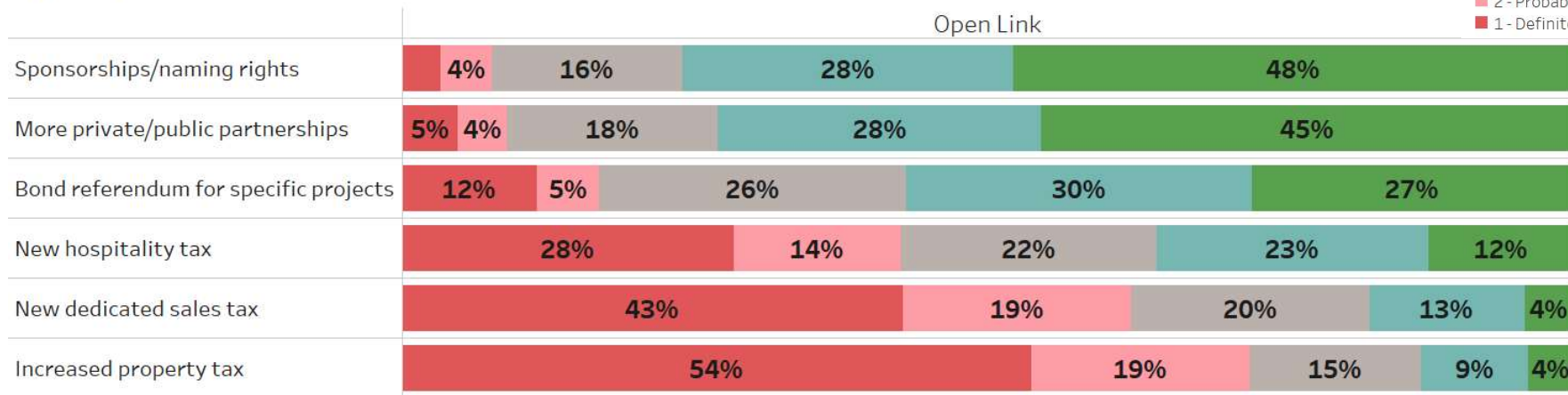
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



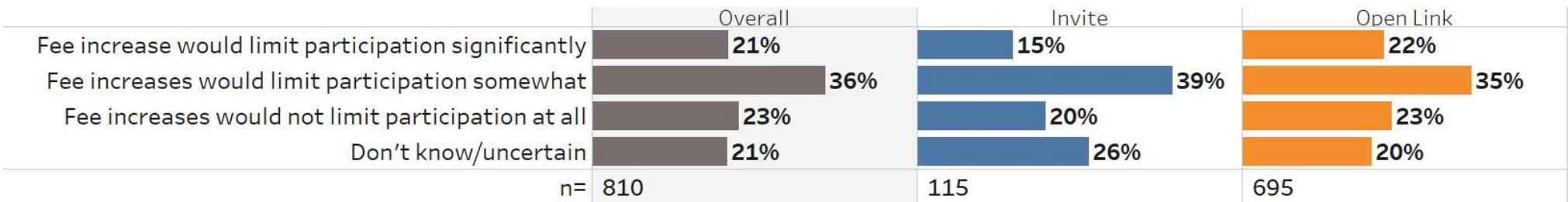
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

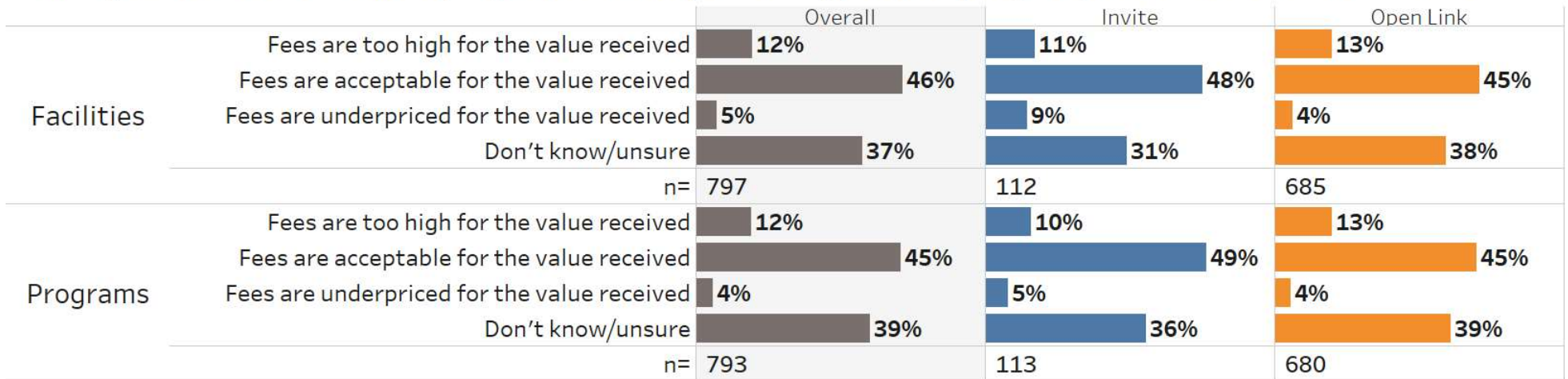


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

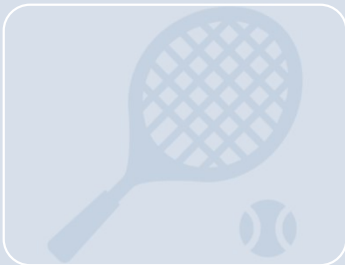


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

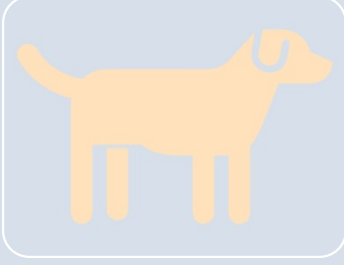
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

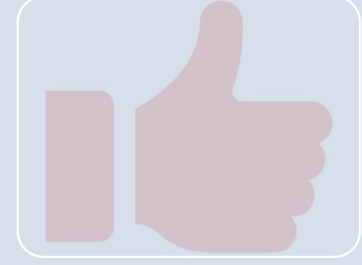
## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

# Demographics

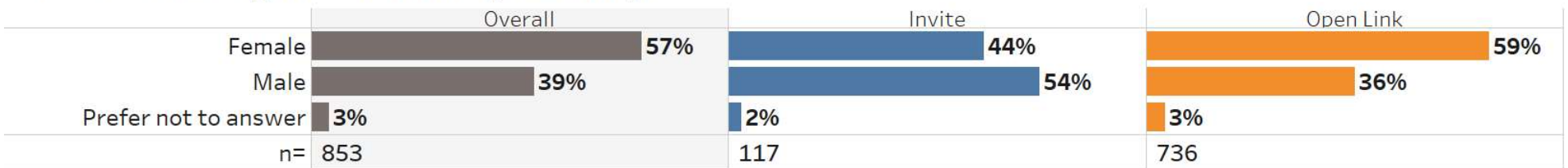




# Gender & Age

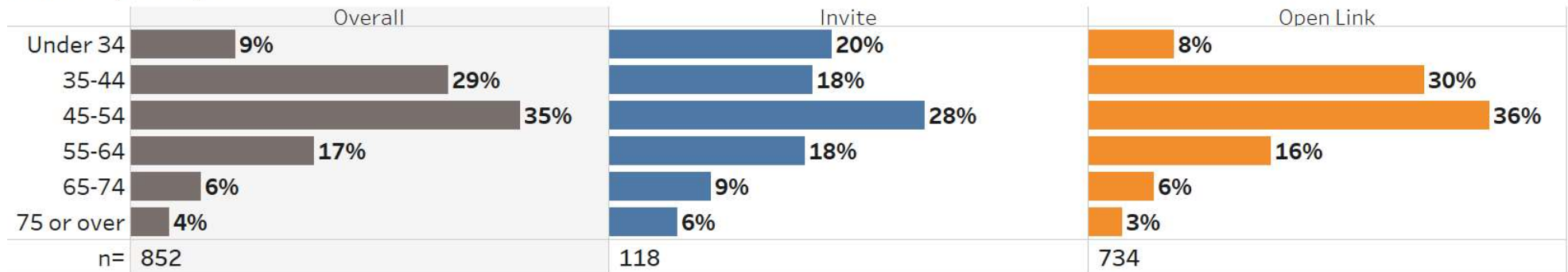
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

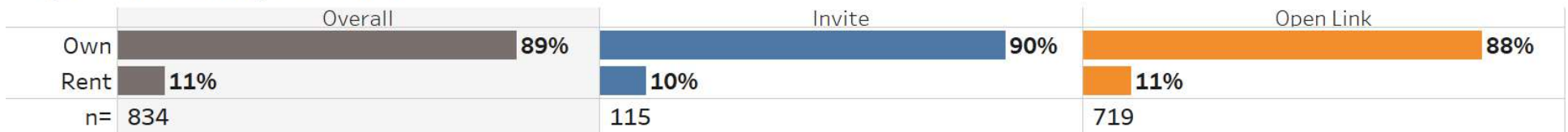
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

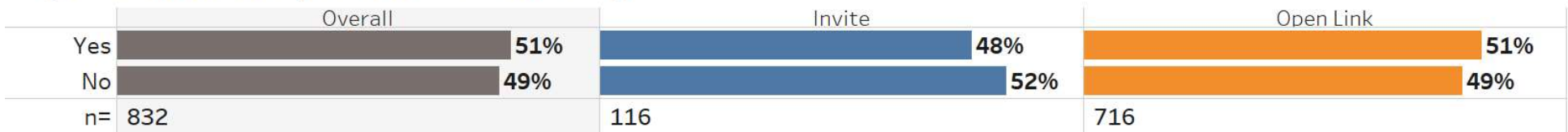
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?

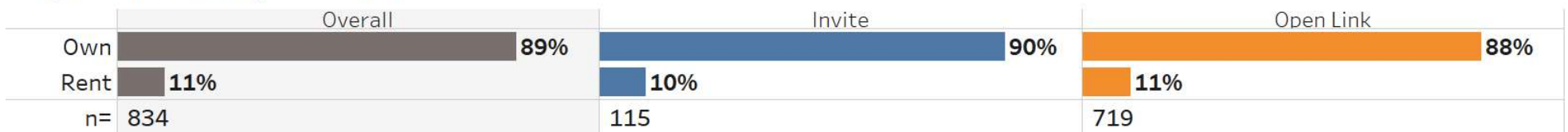


Source: RRC Associates

# Residence Ownership & ADA Needs

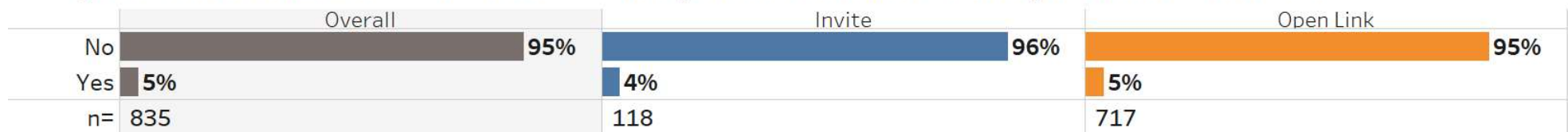
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

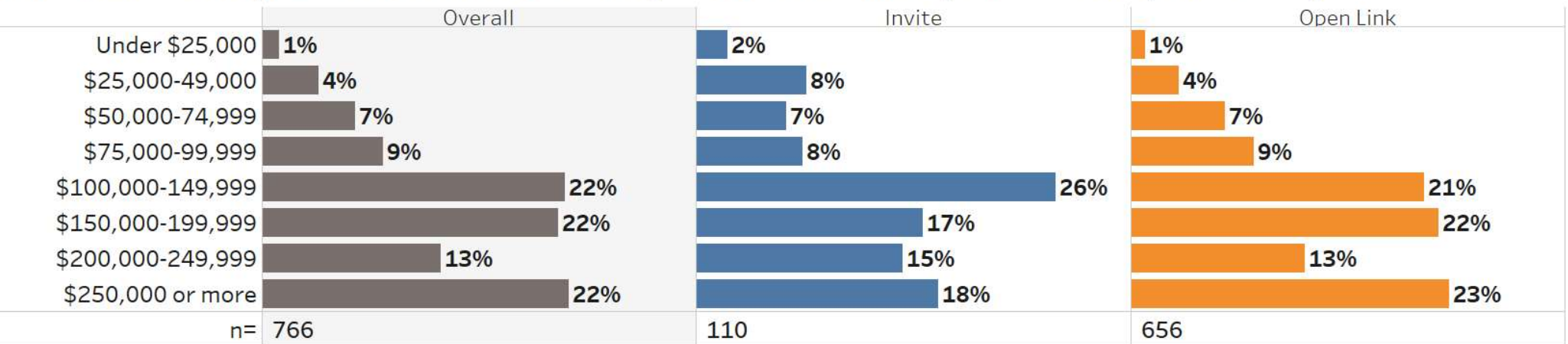
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

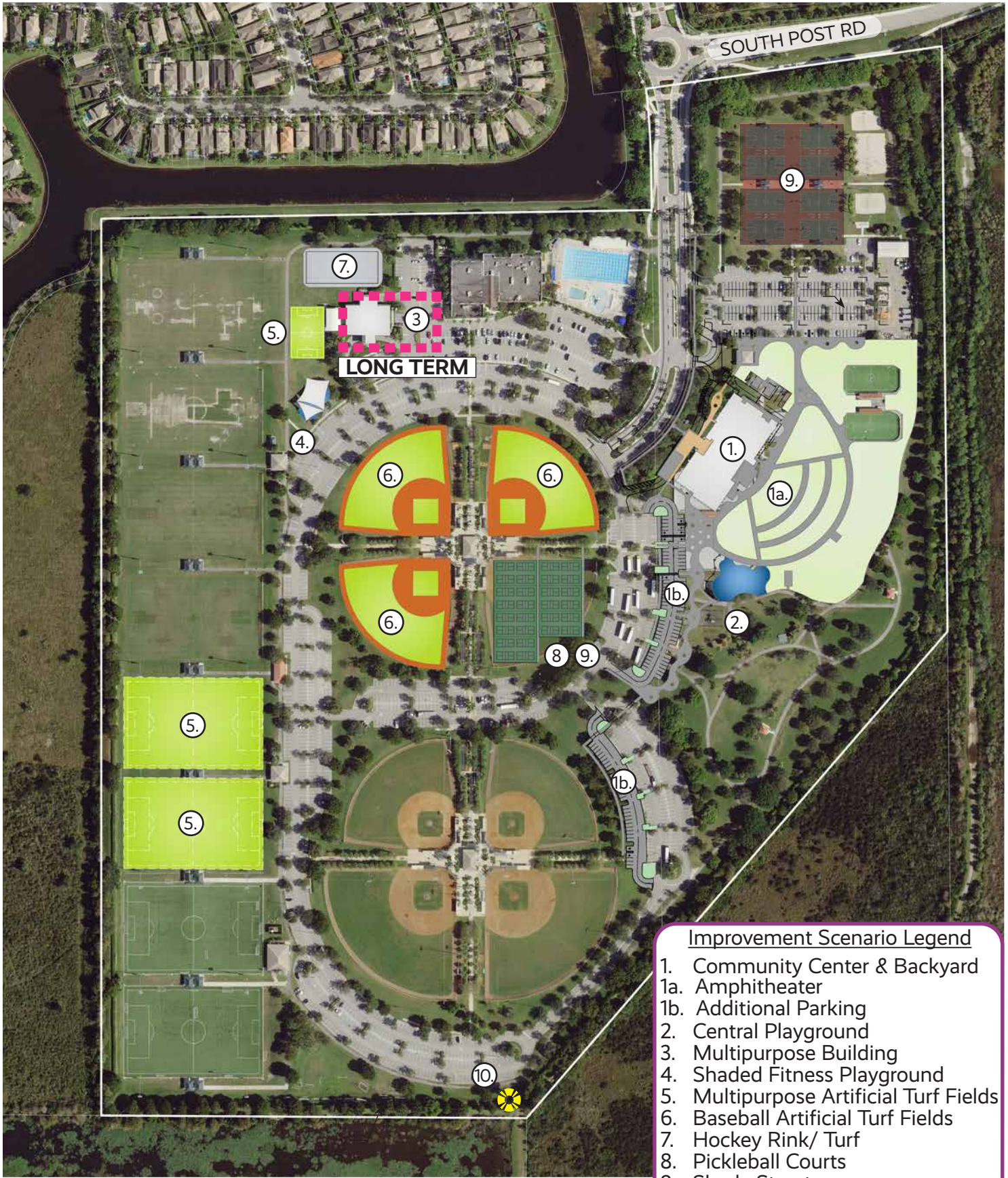




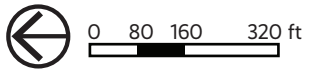




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
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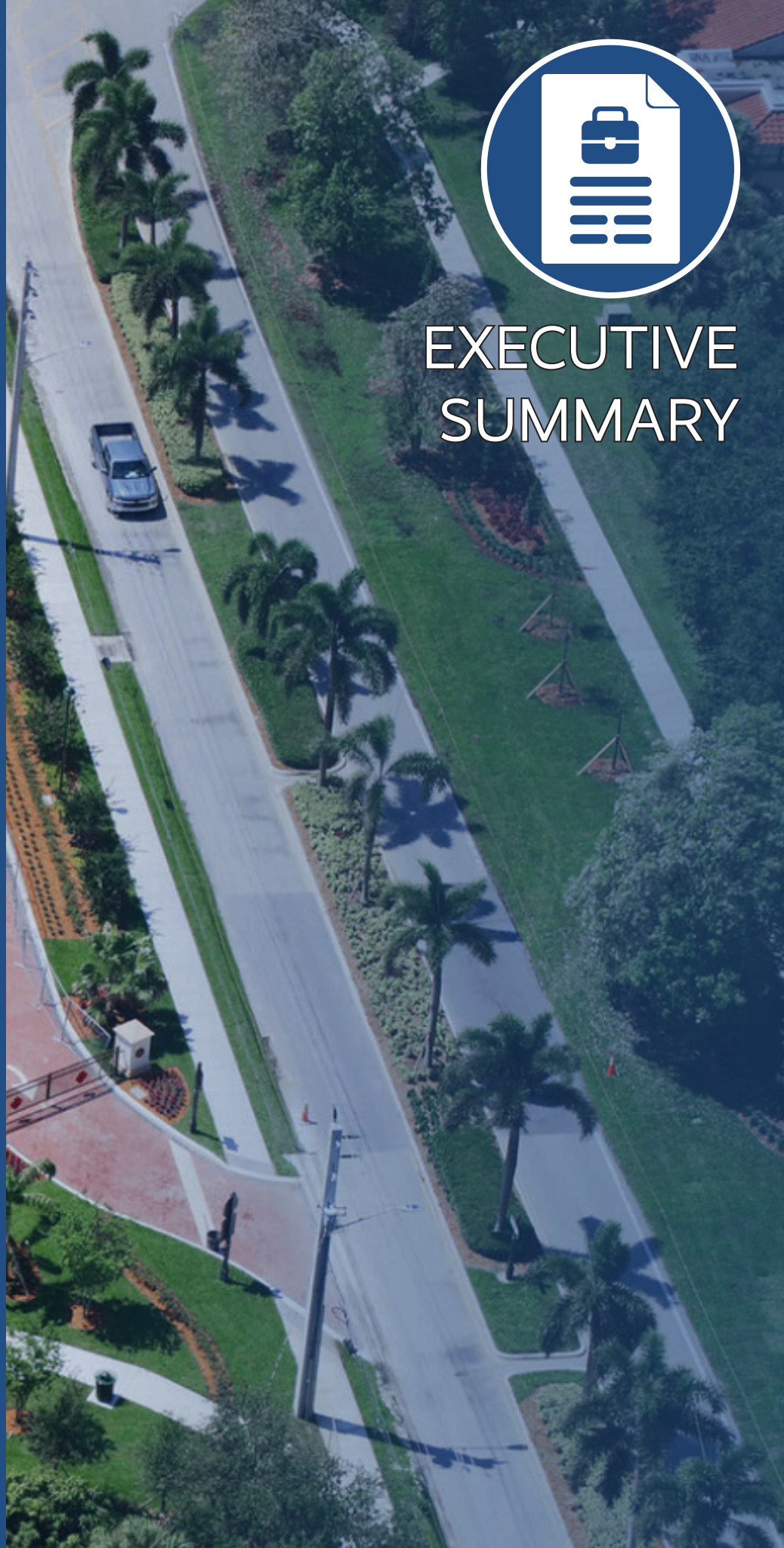
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







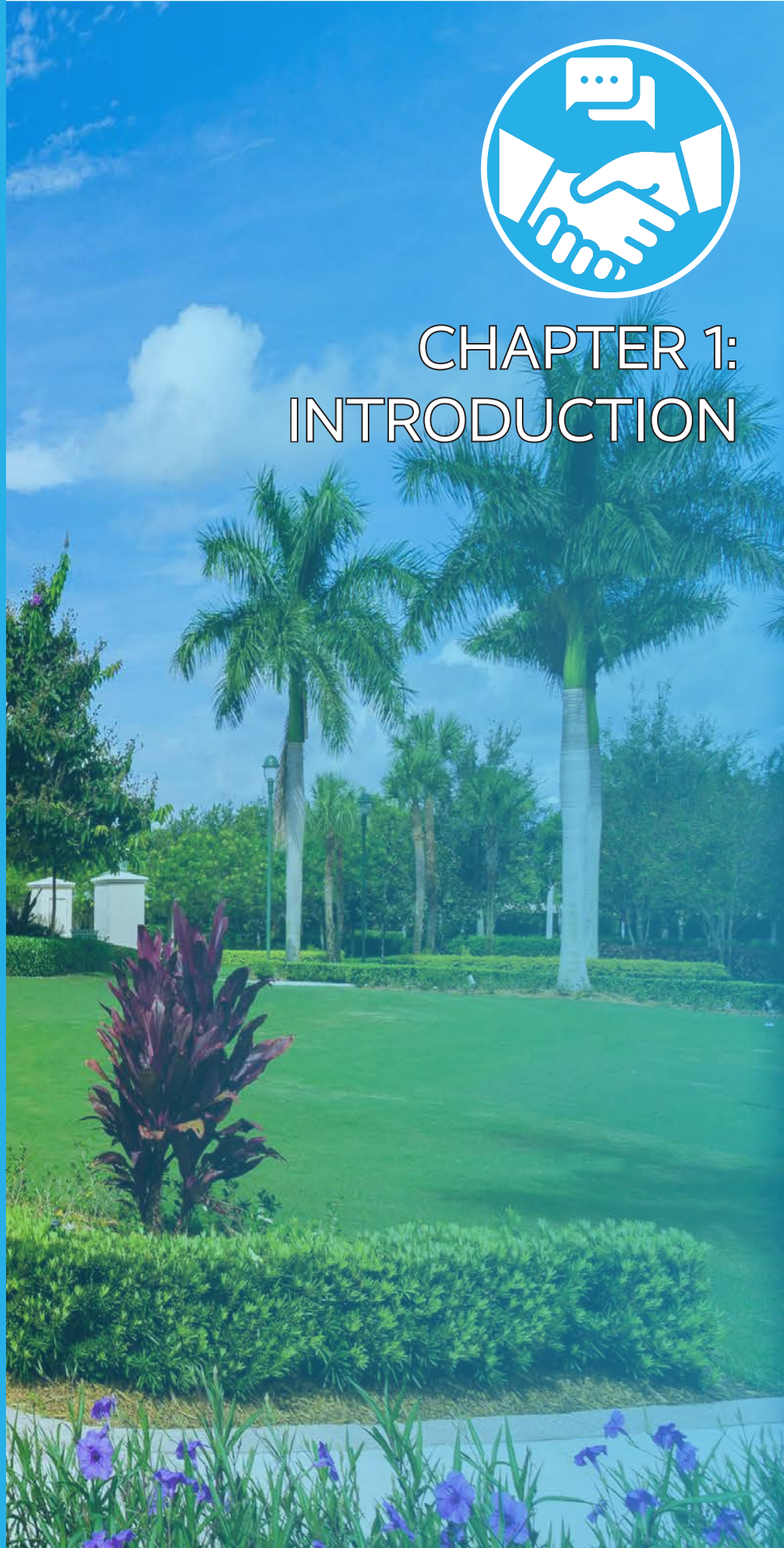
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process







### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

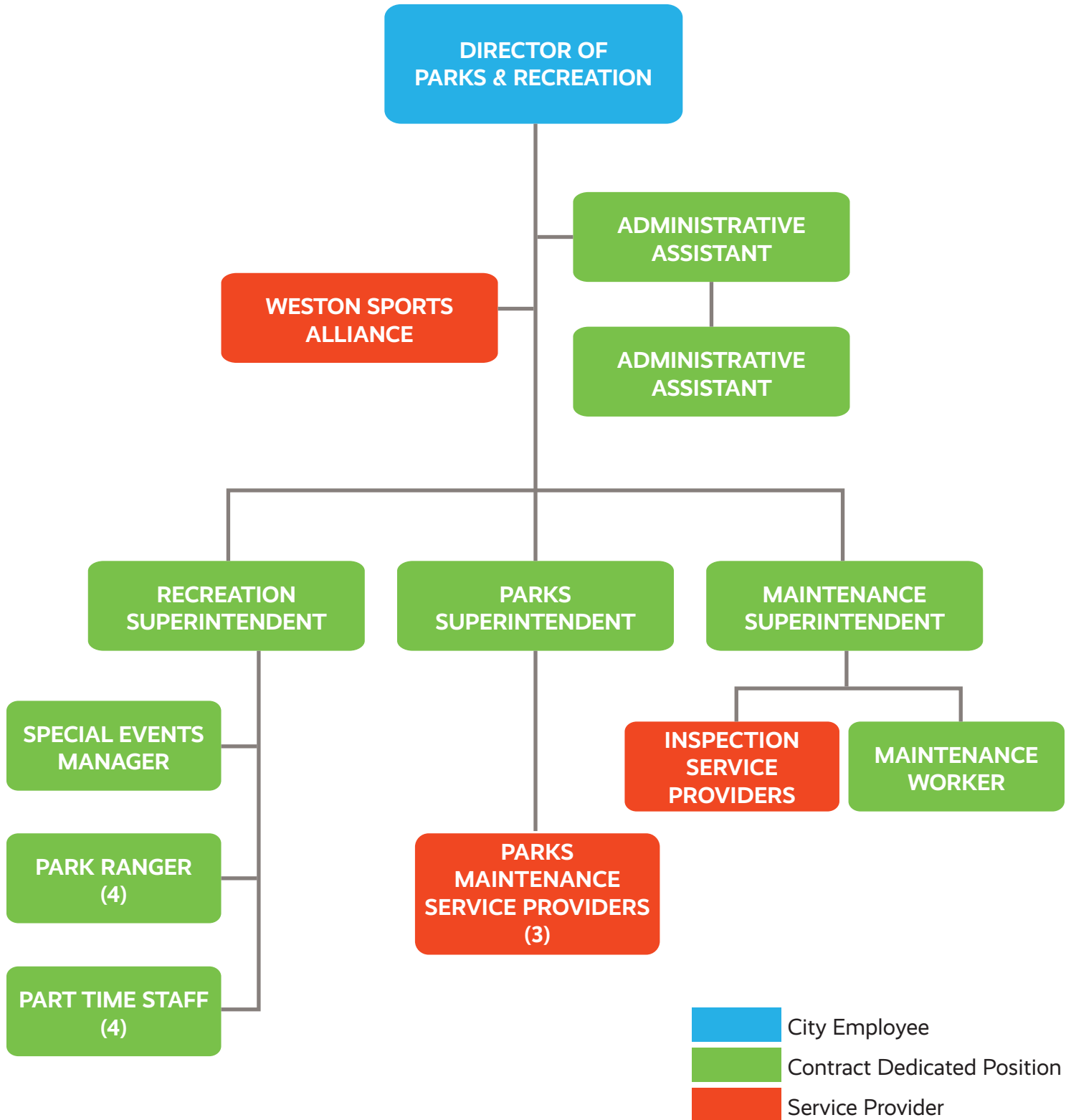


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

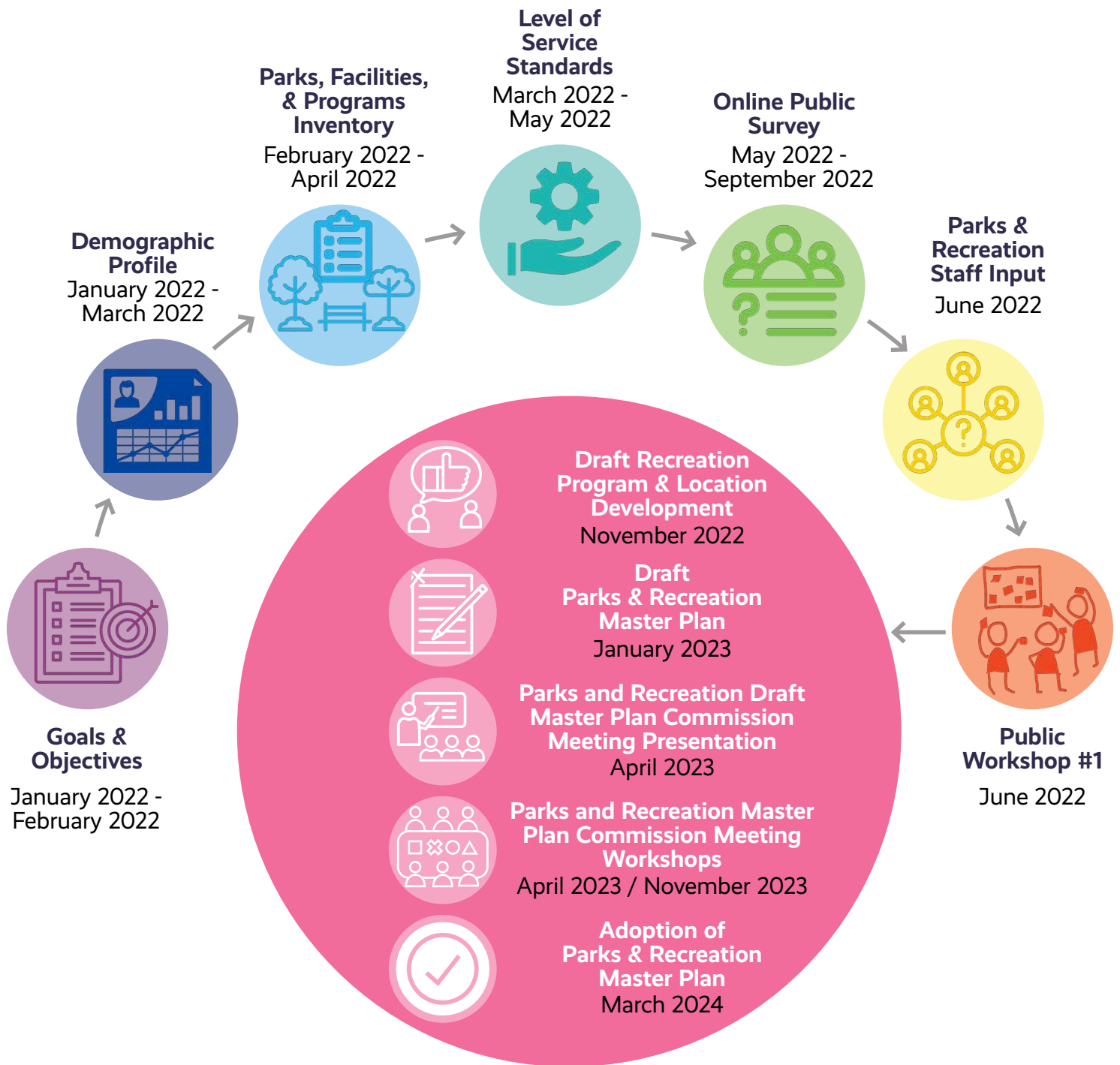


Figure 1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

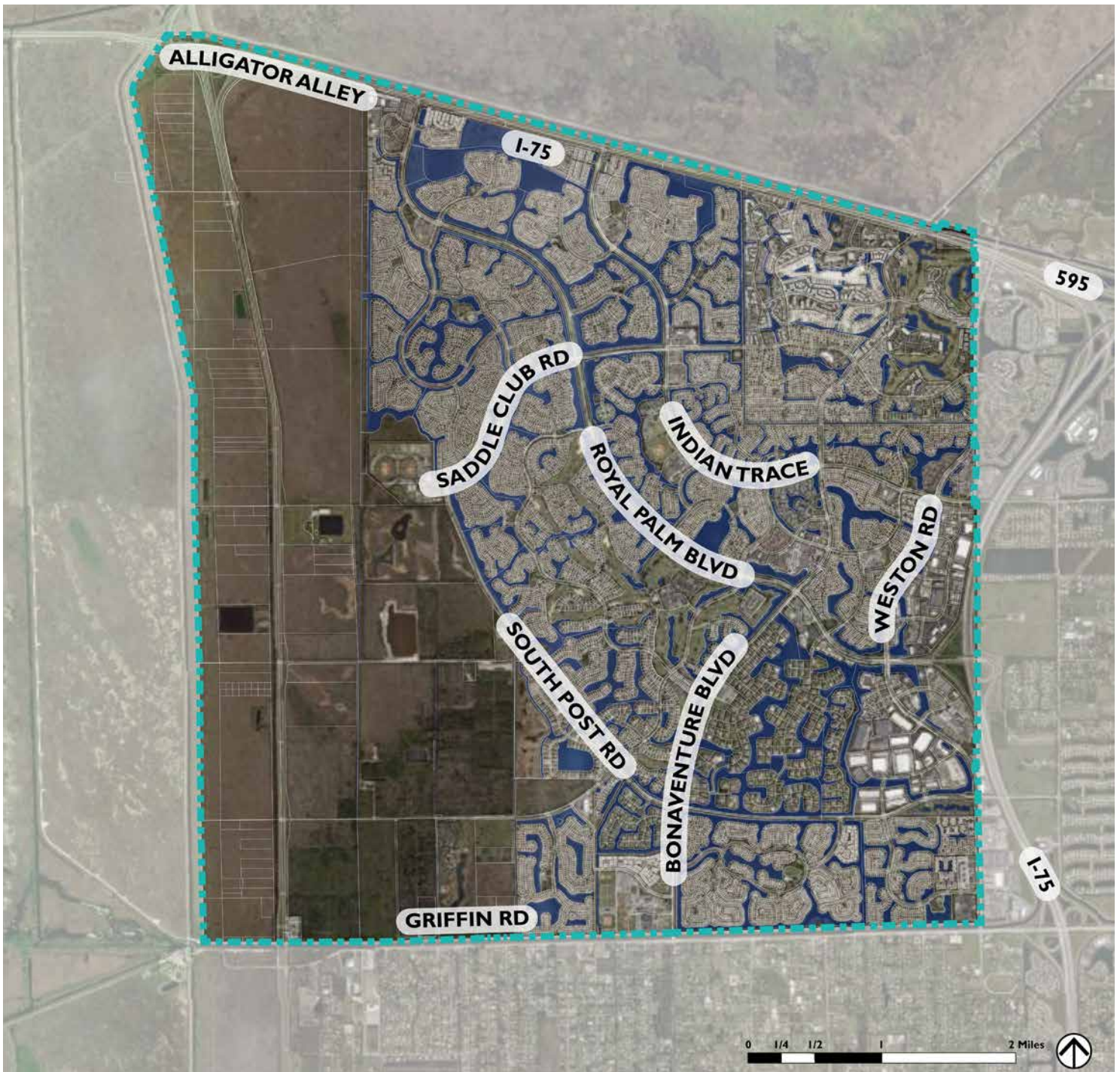


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

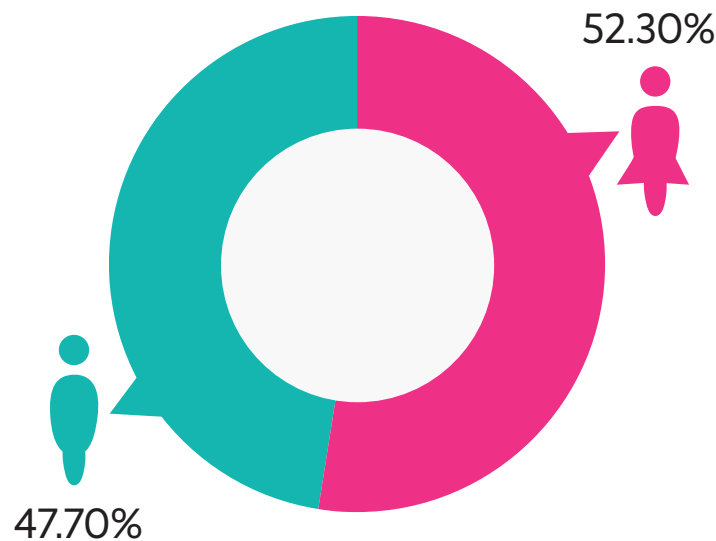


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

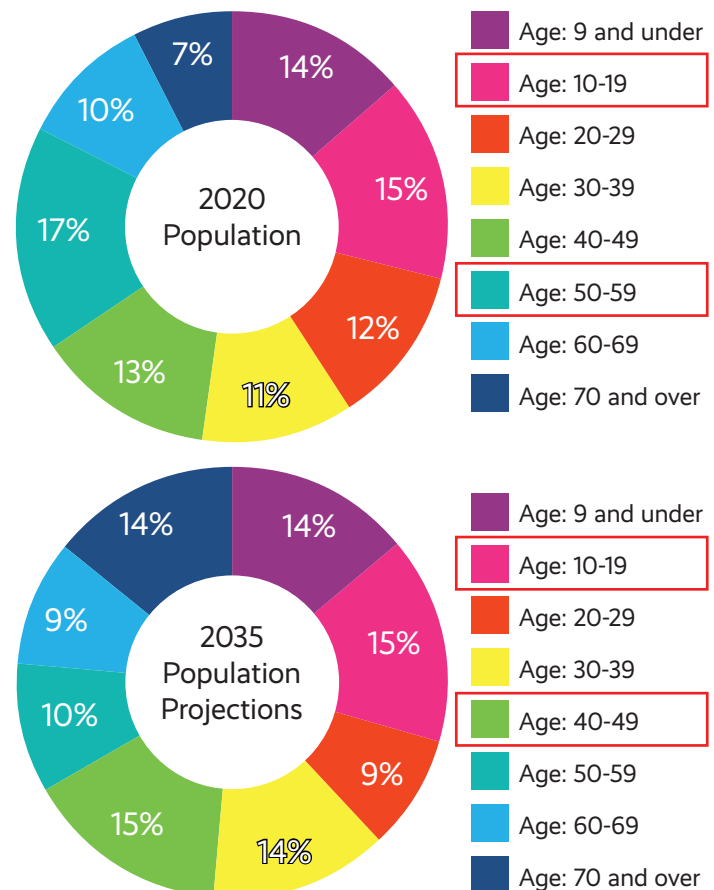


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

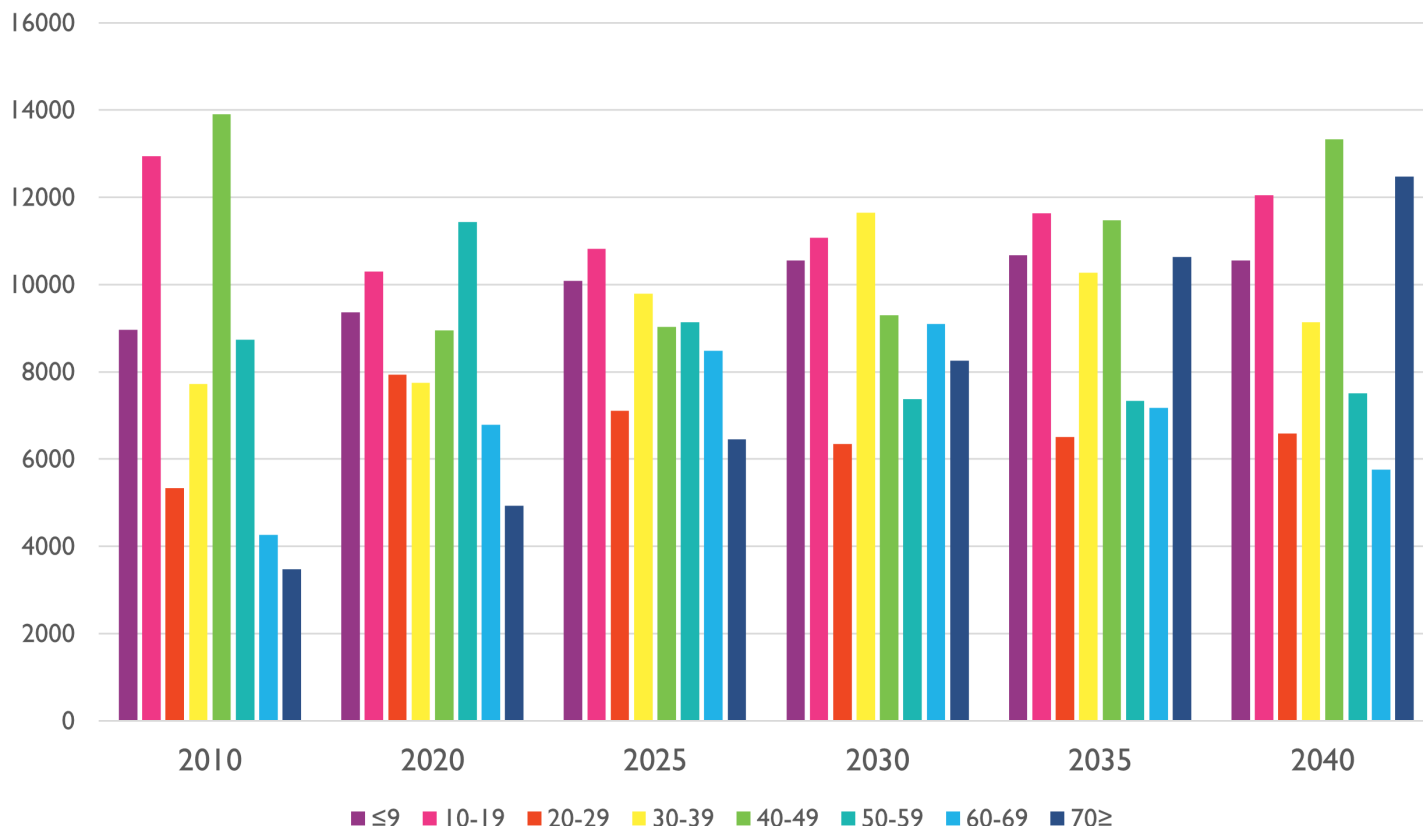


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

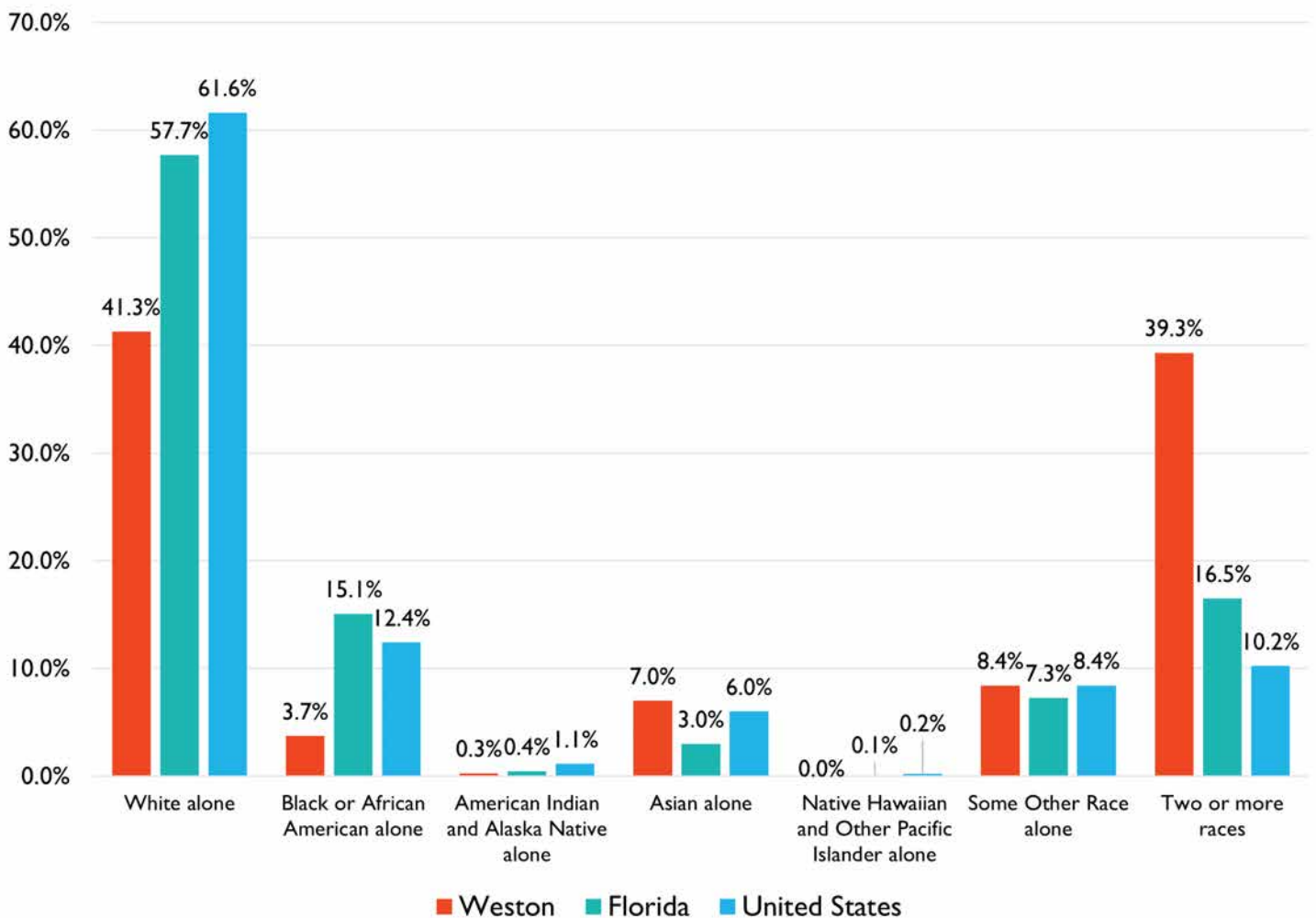


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

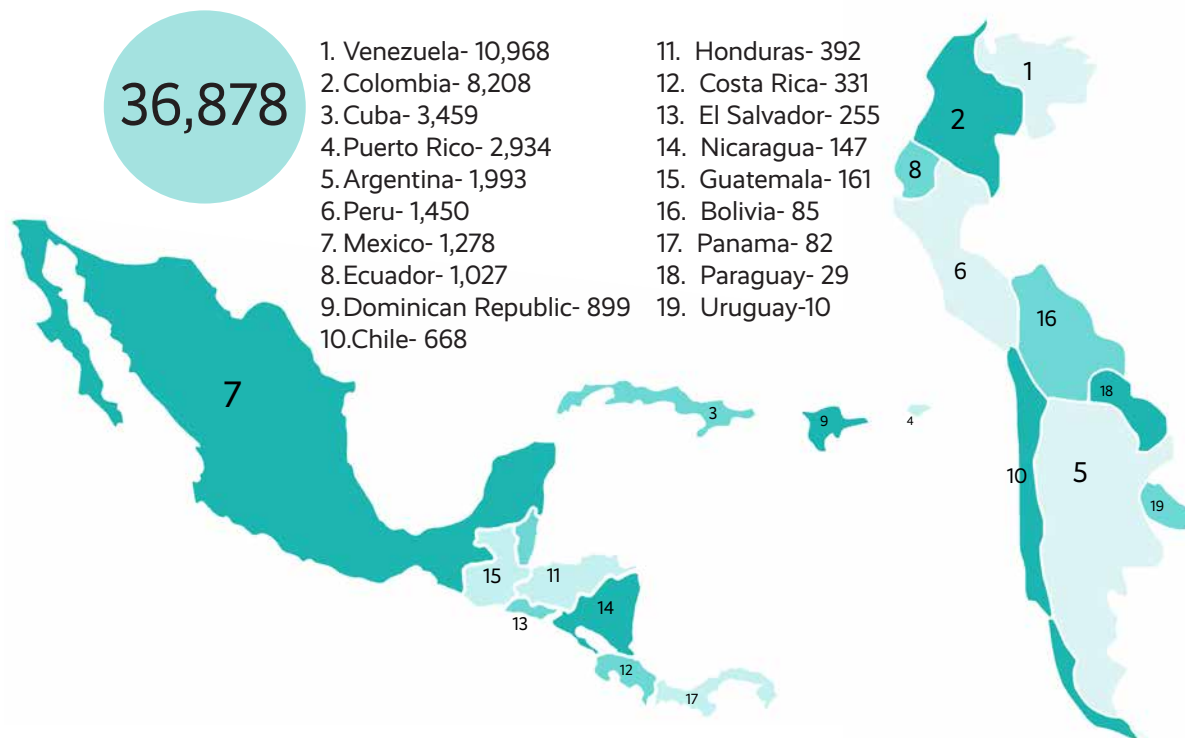


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

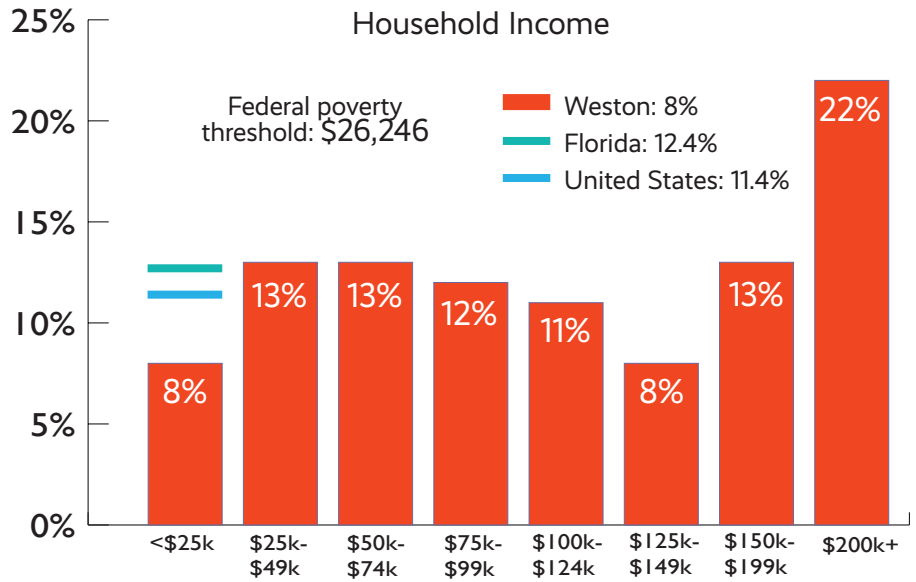


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

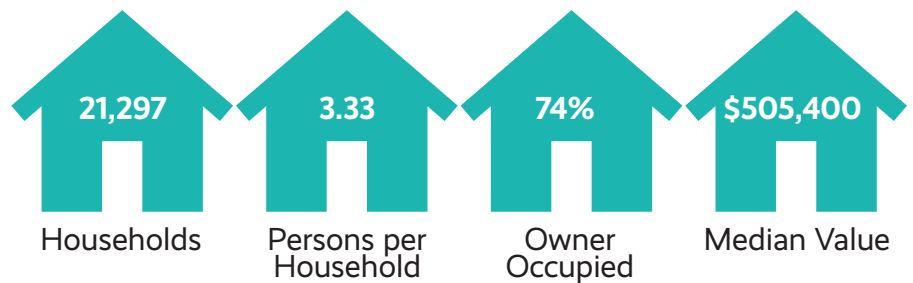


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

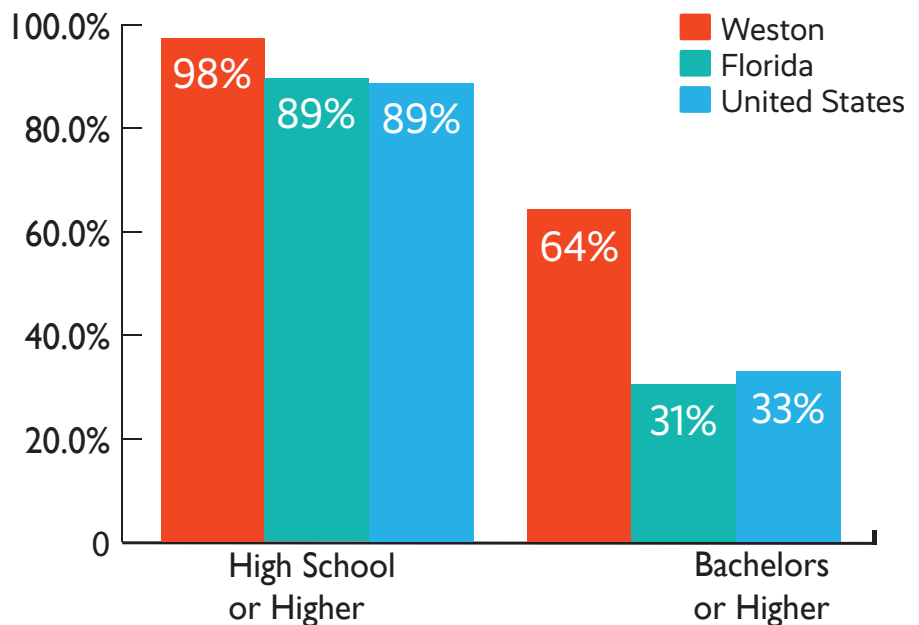


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

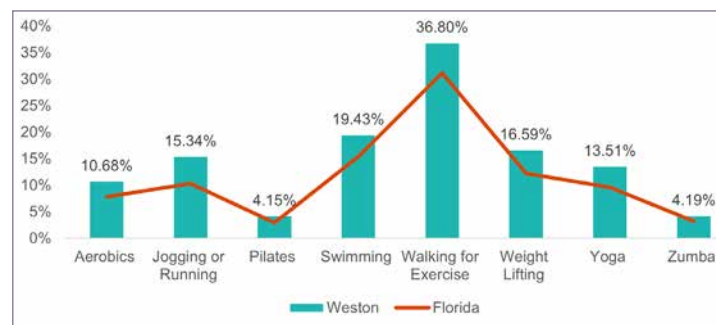


Figure 2.15: Adult Participation in Fitness Activities

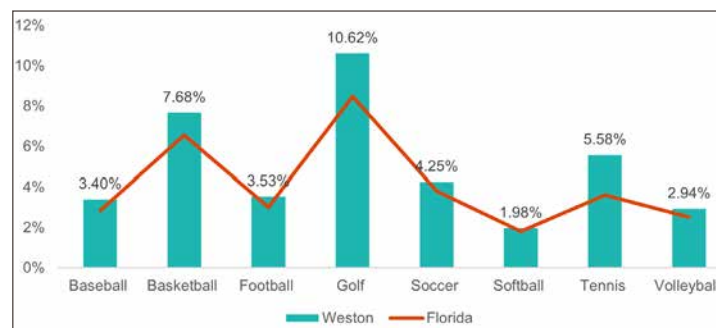


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

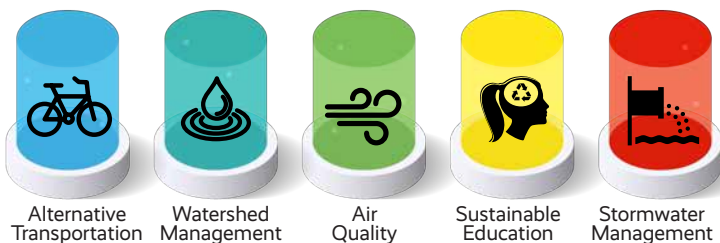


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

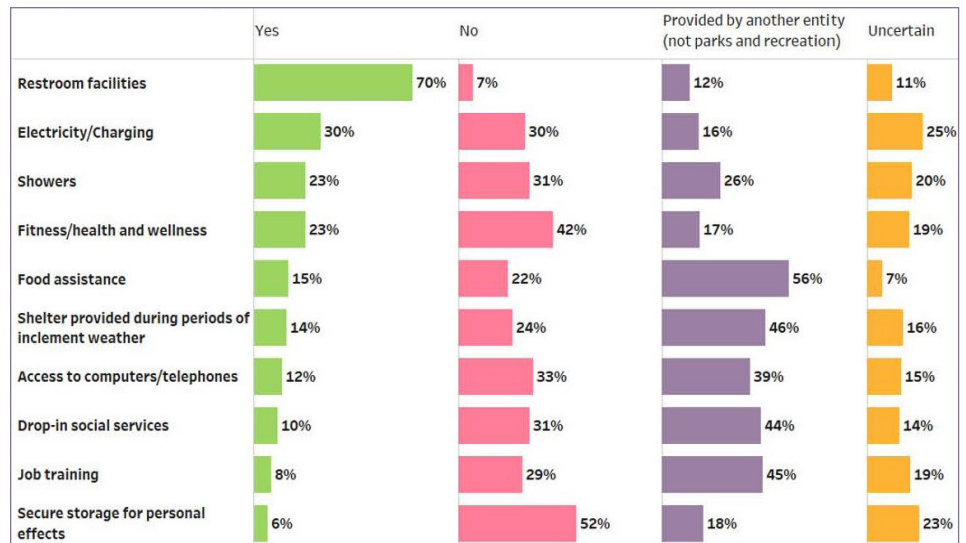


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

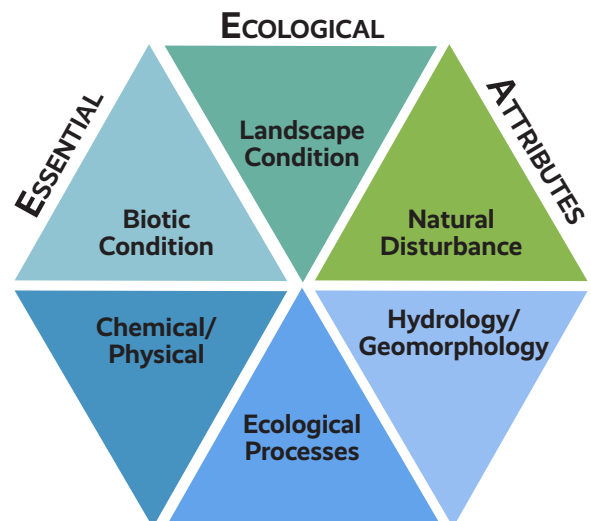


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

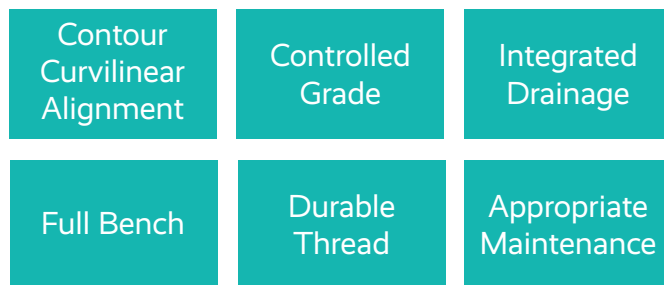
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

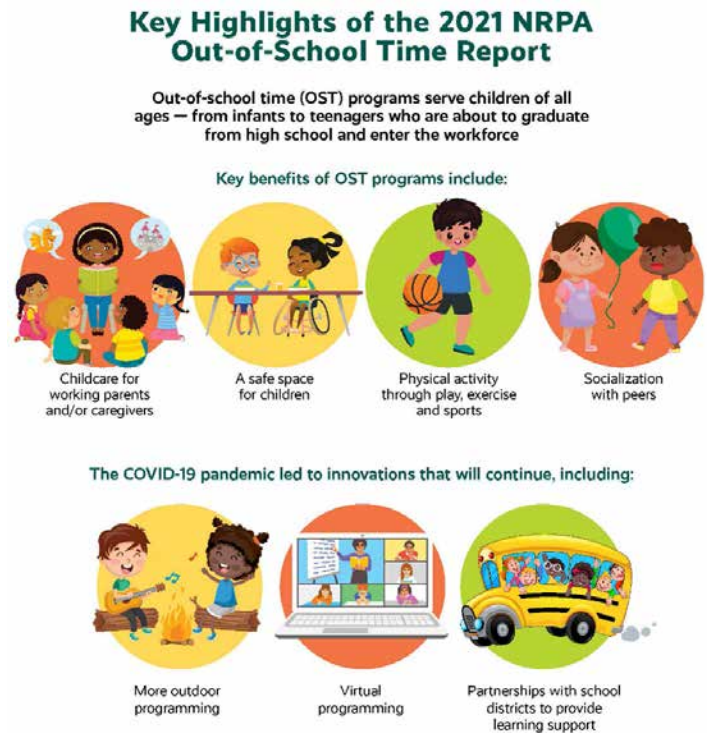


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

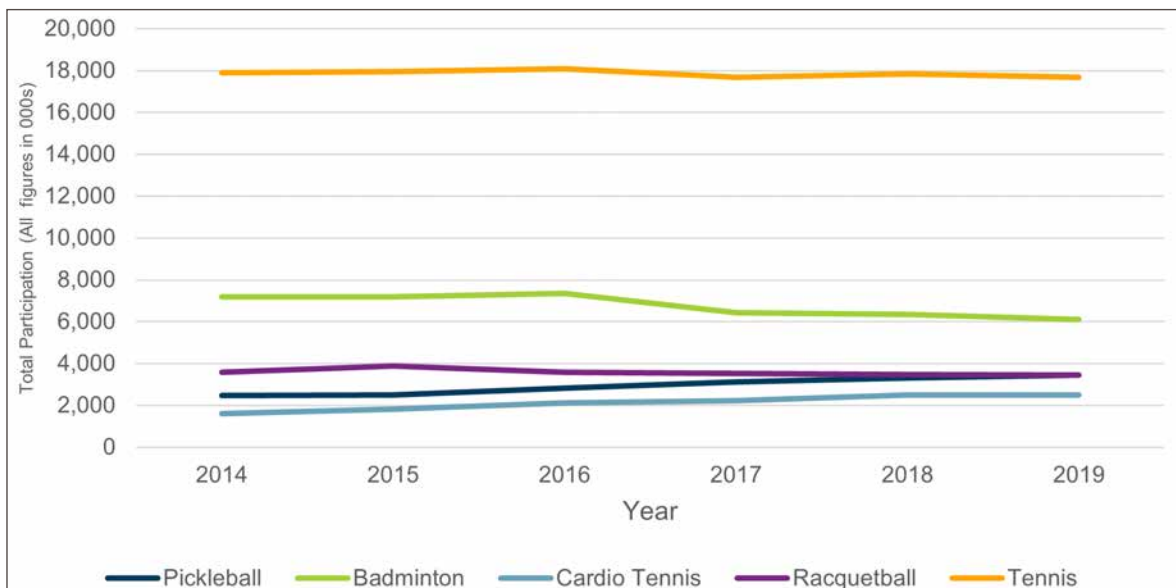


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.





### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

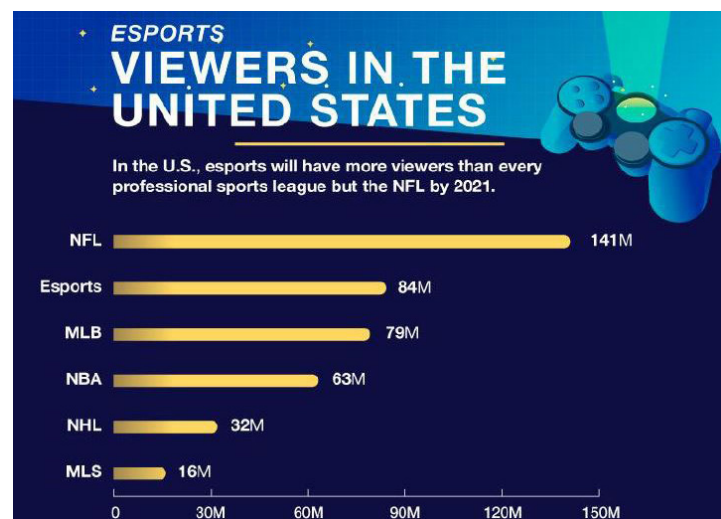


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

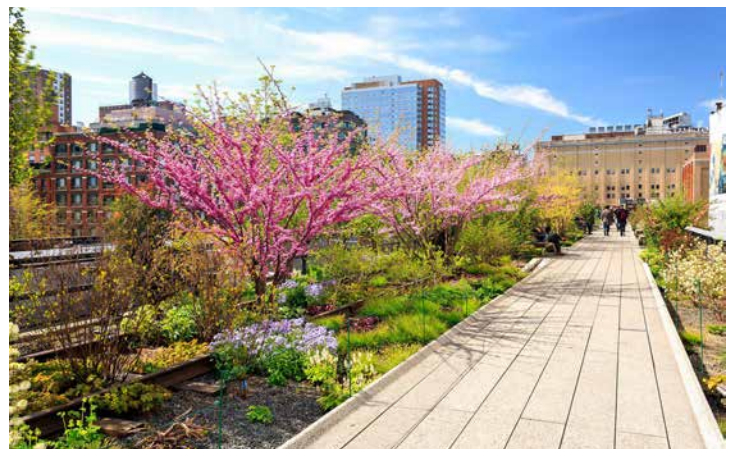


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







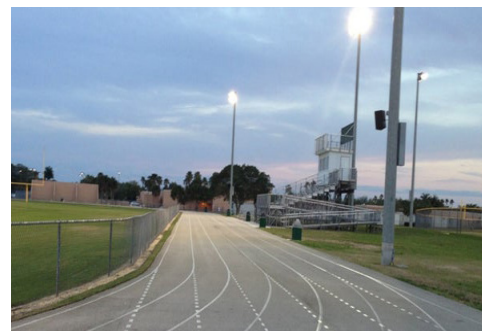
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement



### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



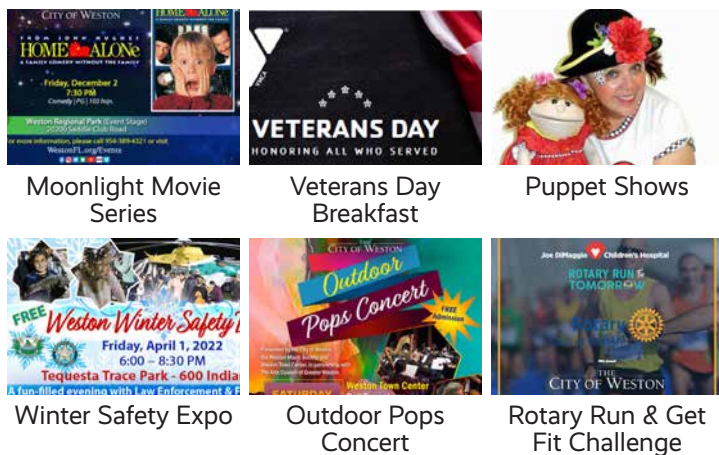
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

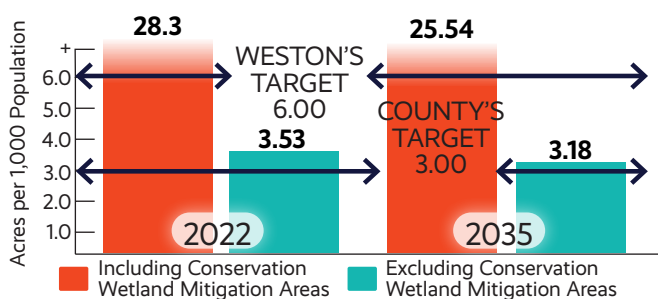


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

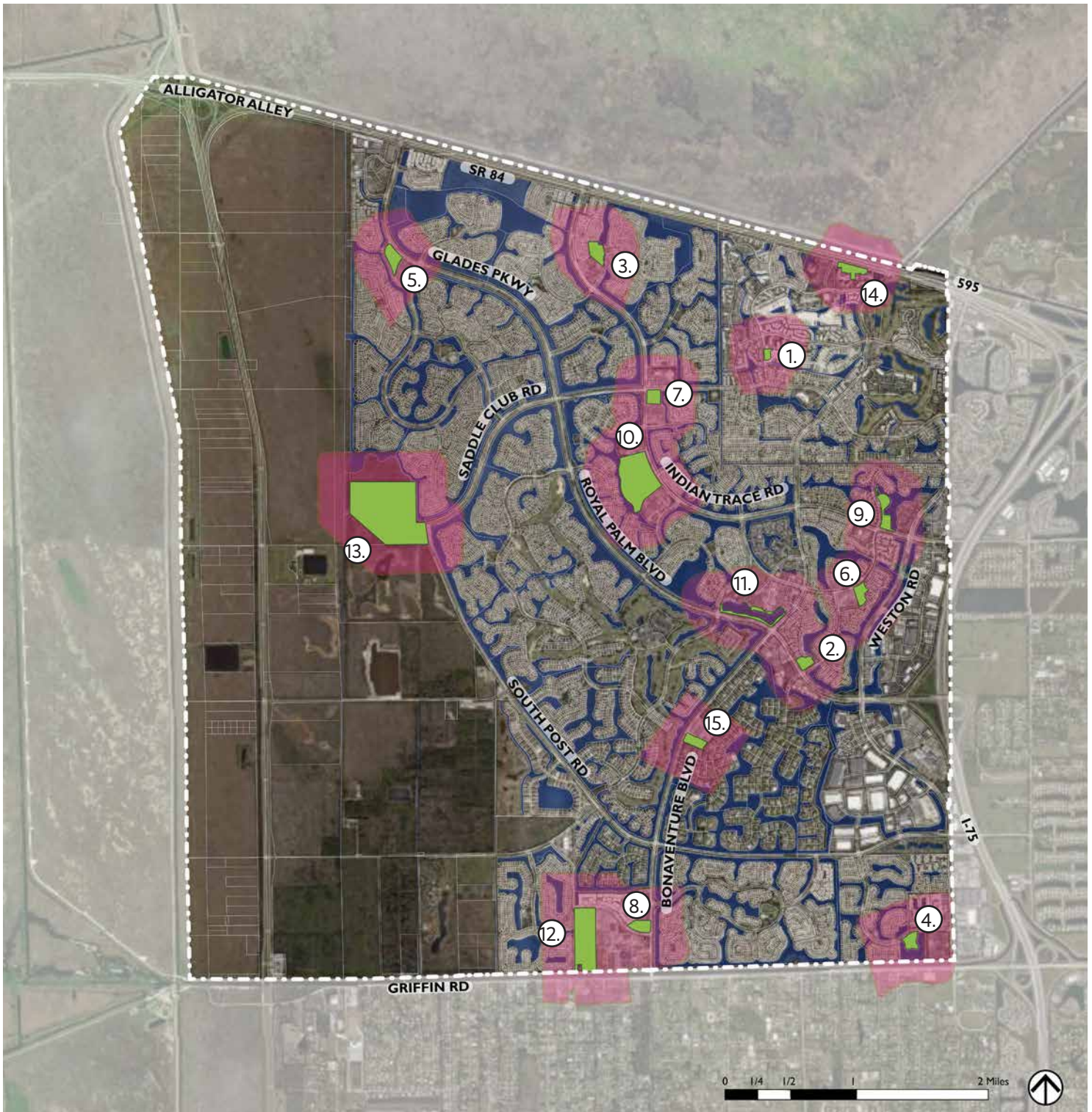
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

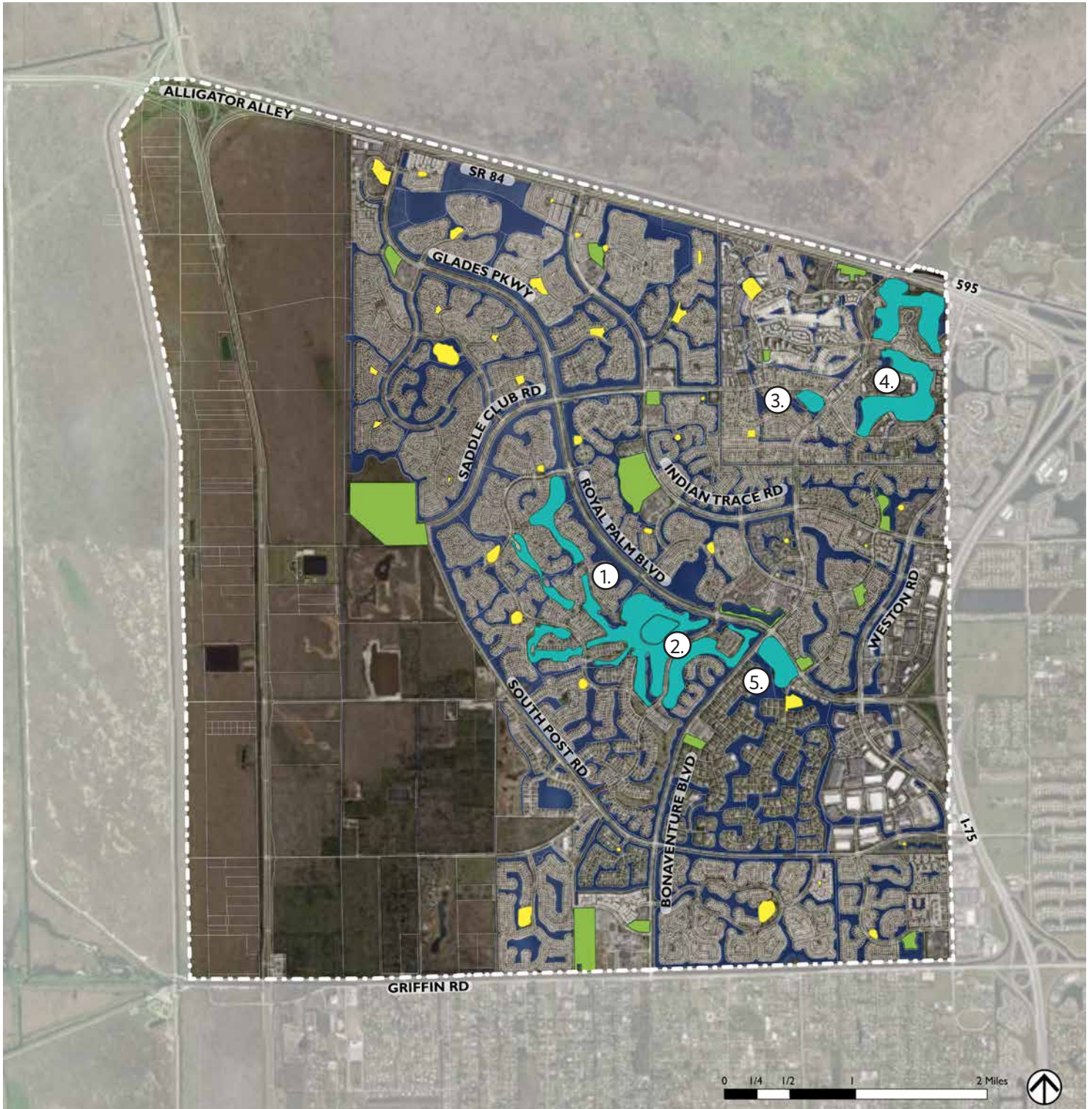
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)









## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

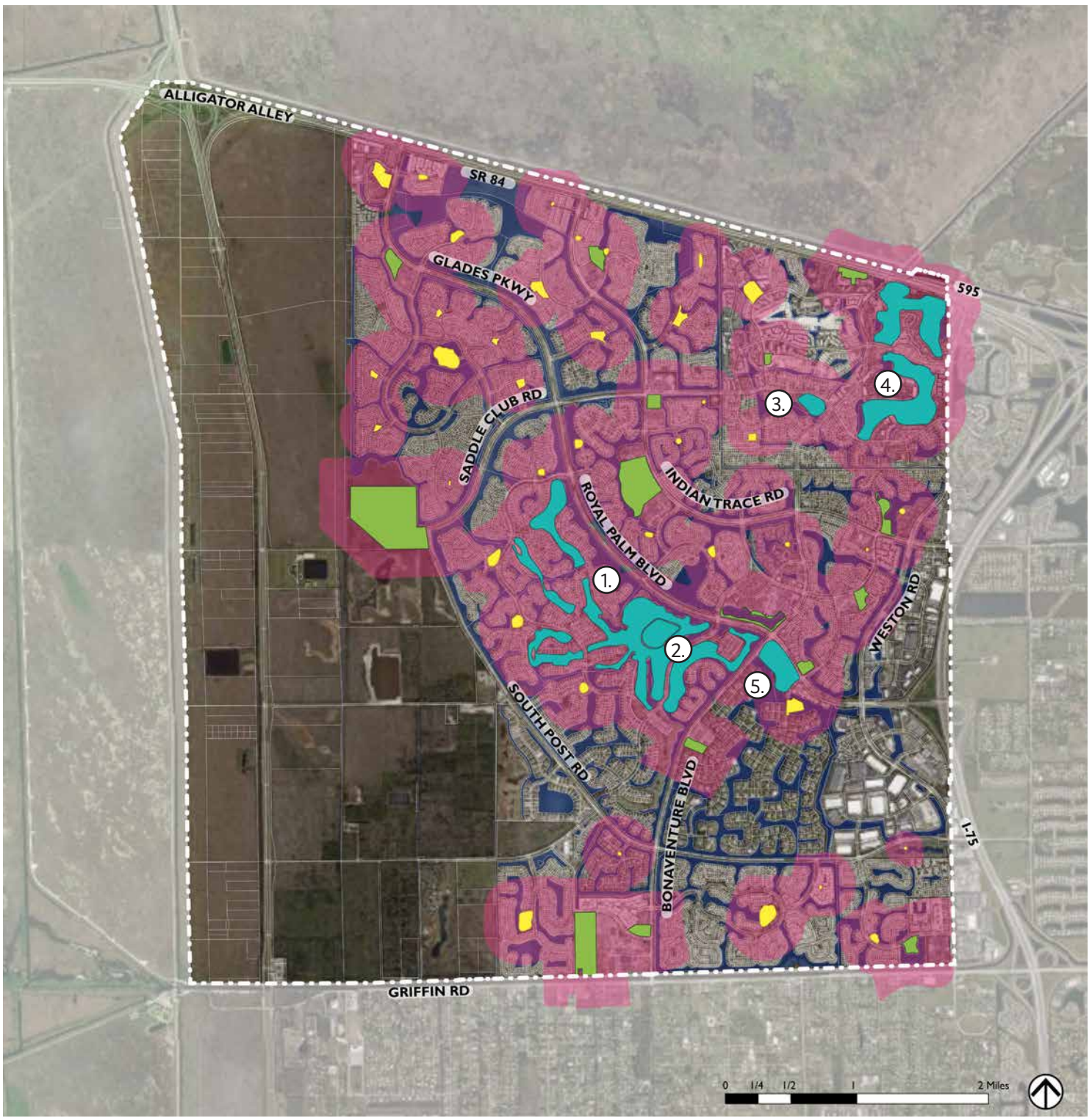
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)





## City Bike and Pedestrian Paths Map



**LEGEND:**

- |  |                             |  |                  |
|--|-----------------------------|--|------------------|
|  | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

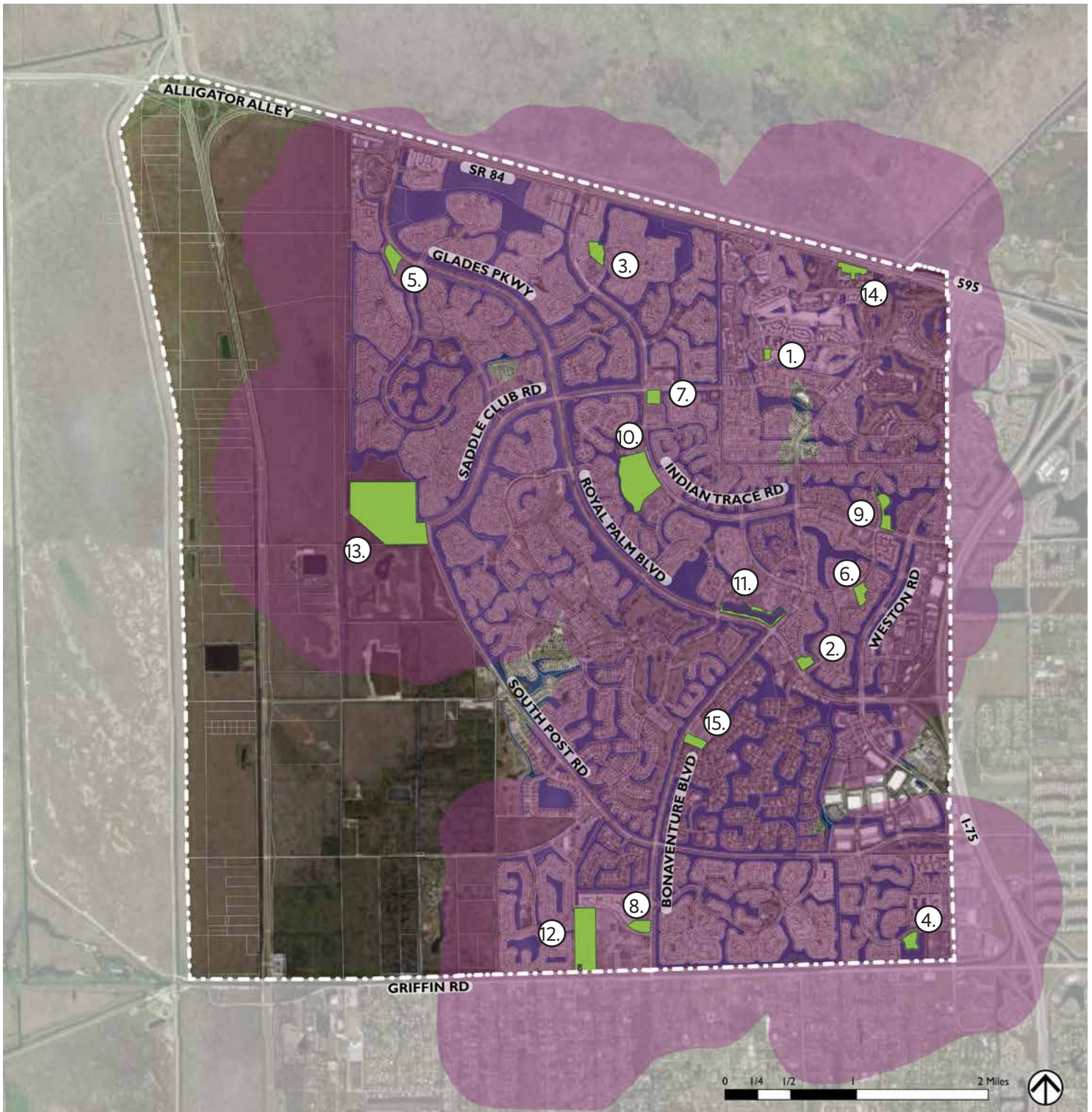
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

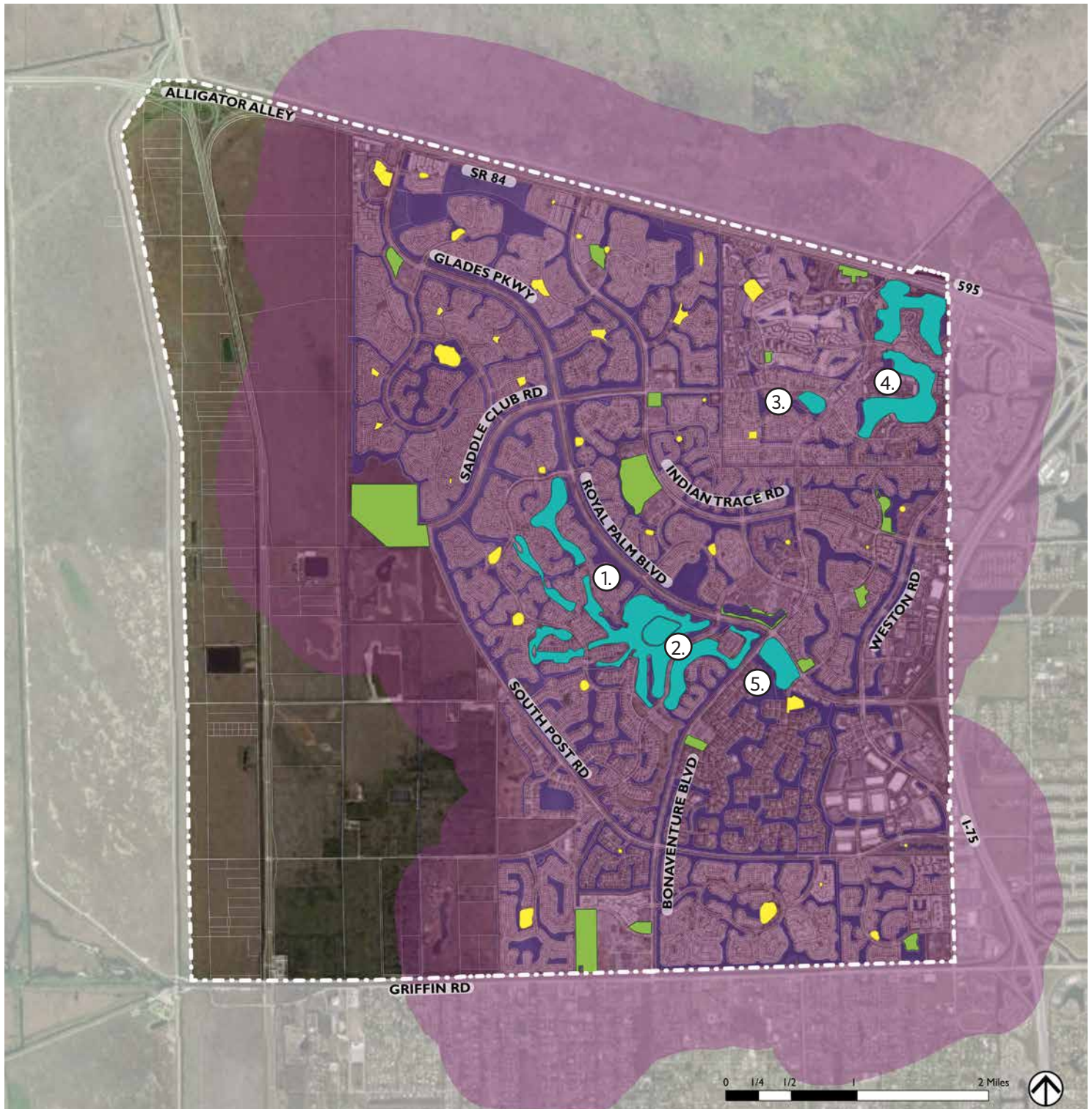
Figure 3.14: Park Bikeability (6-min Parkshed)







## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities

- City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study

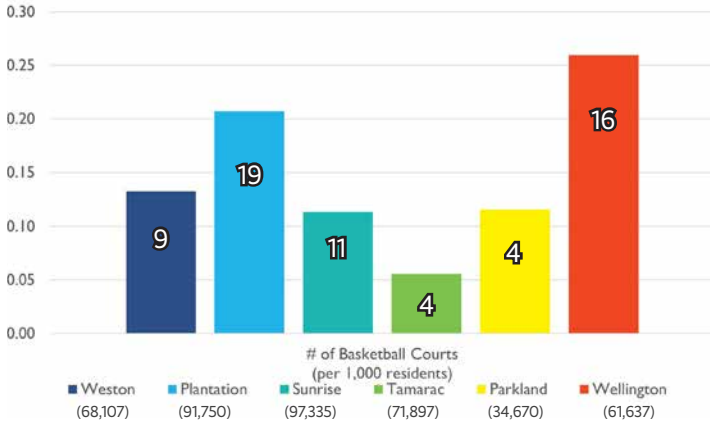


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

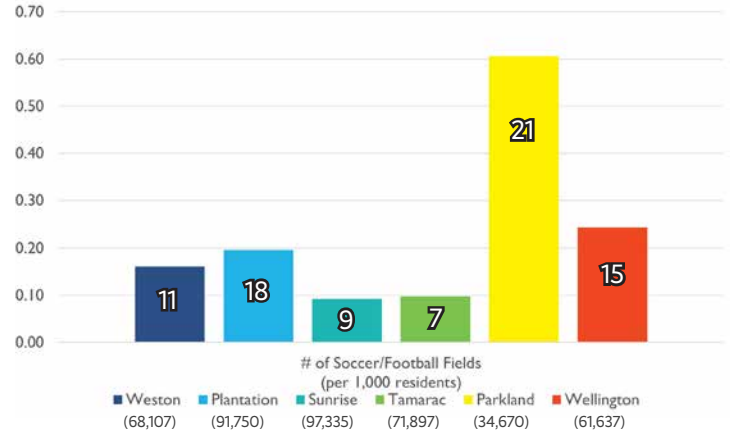


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

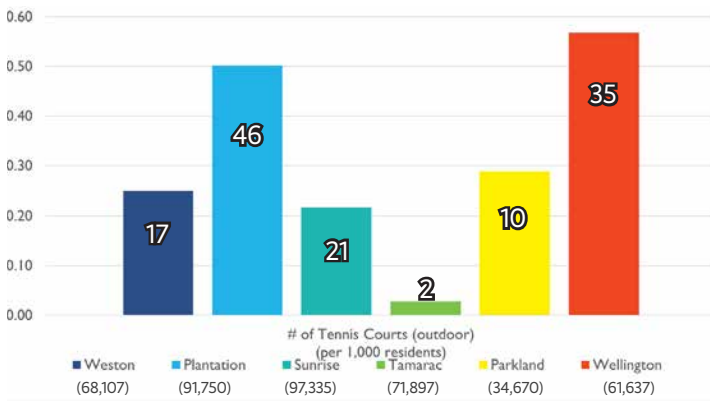


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

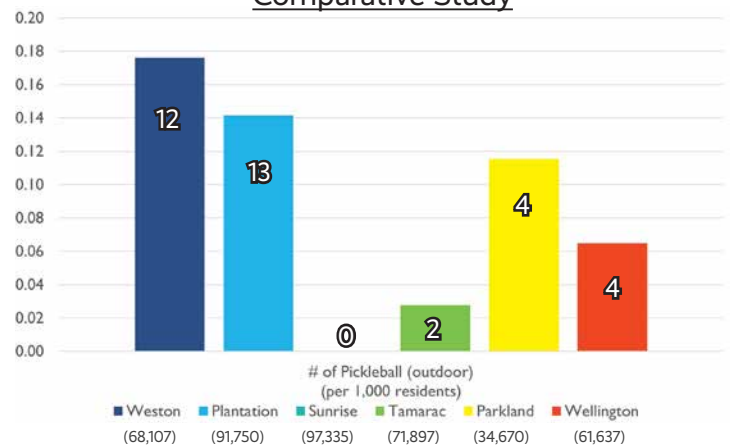


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

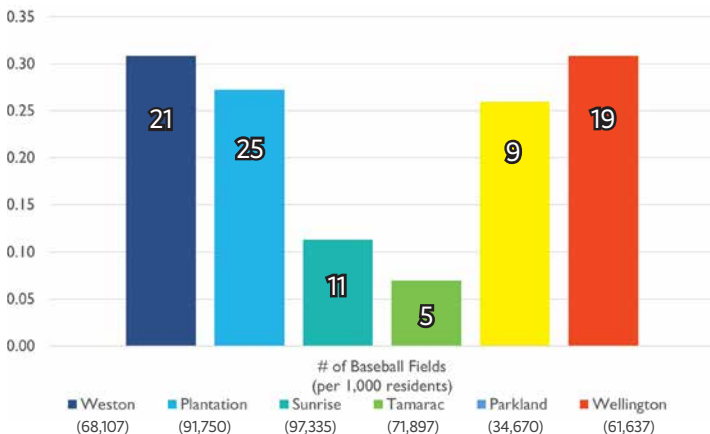


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

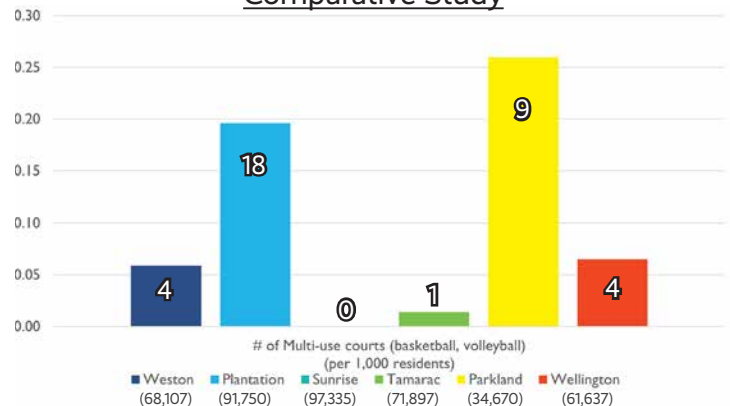


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

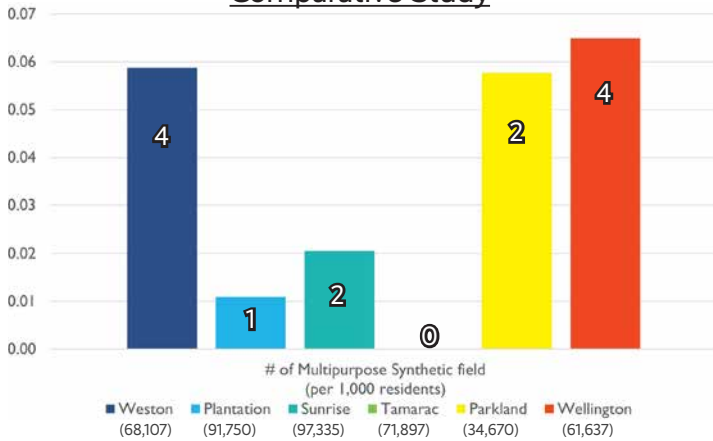


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

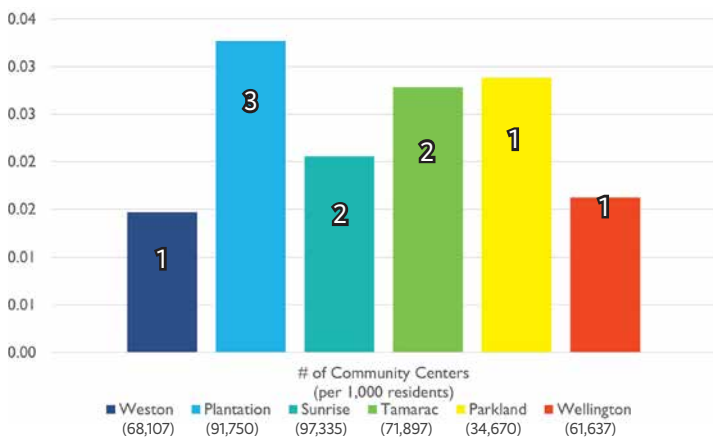


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

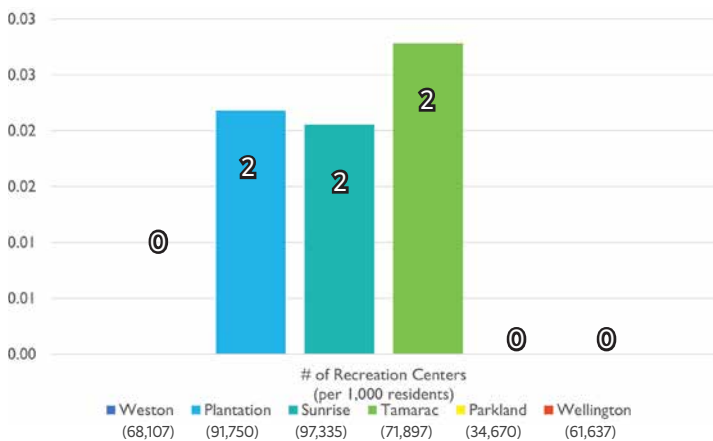


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

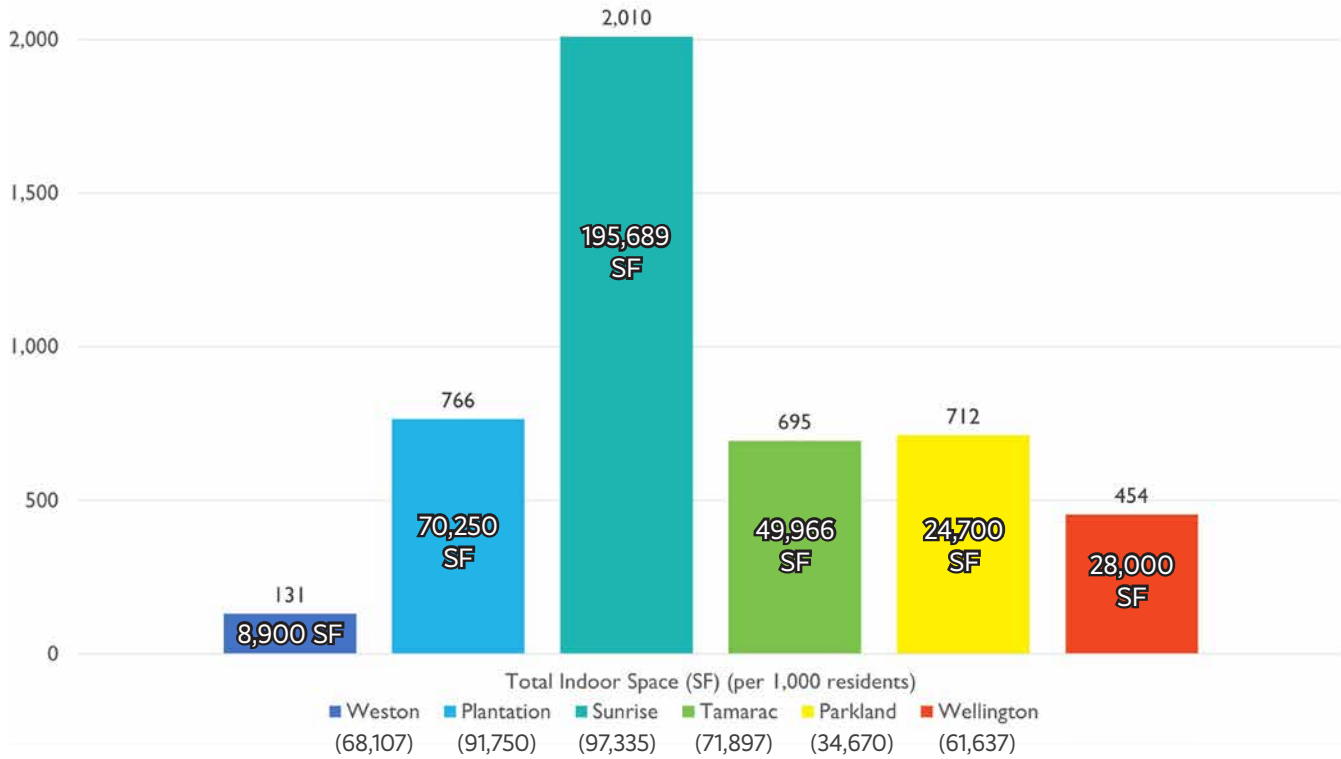


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

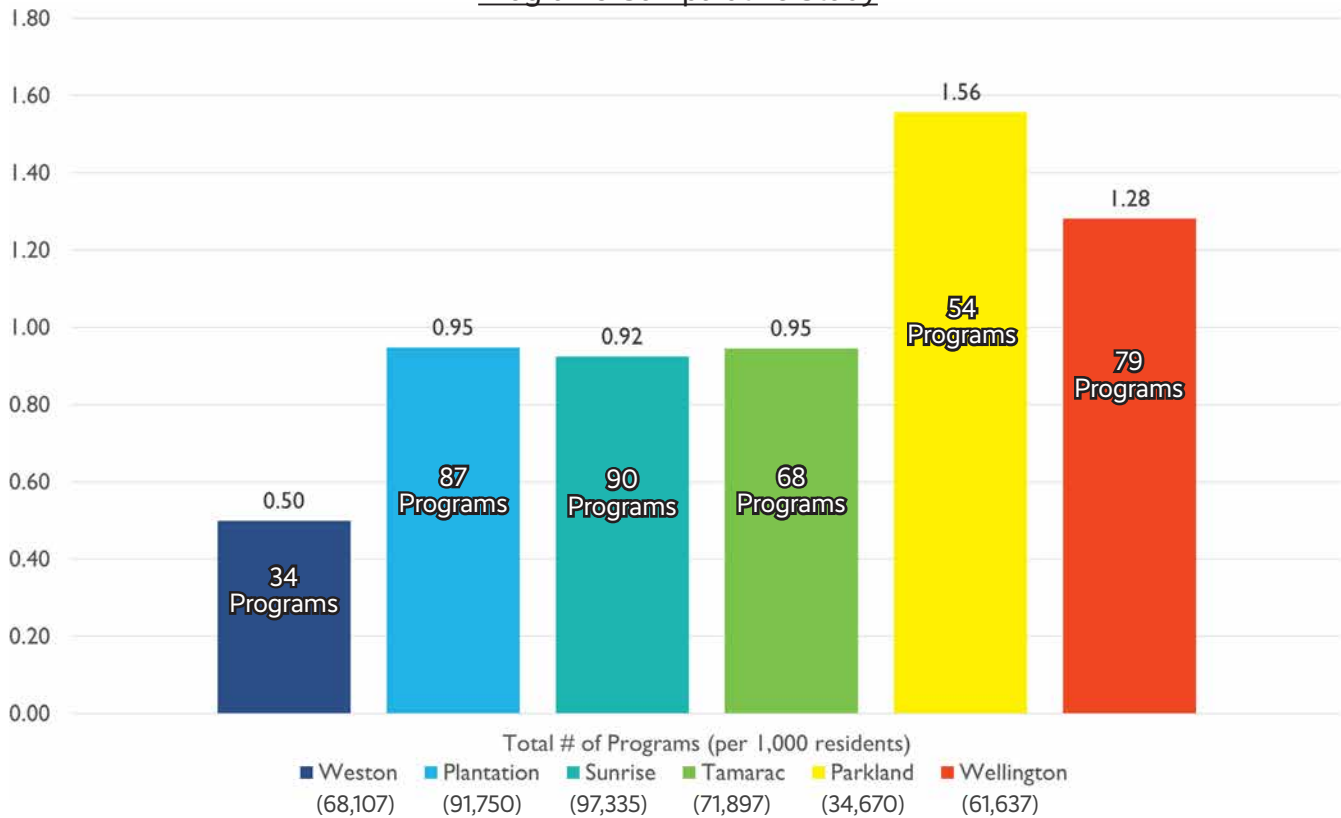


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

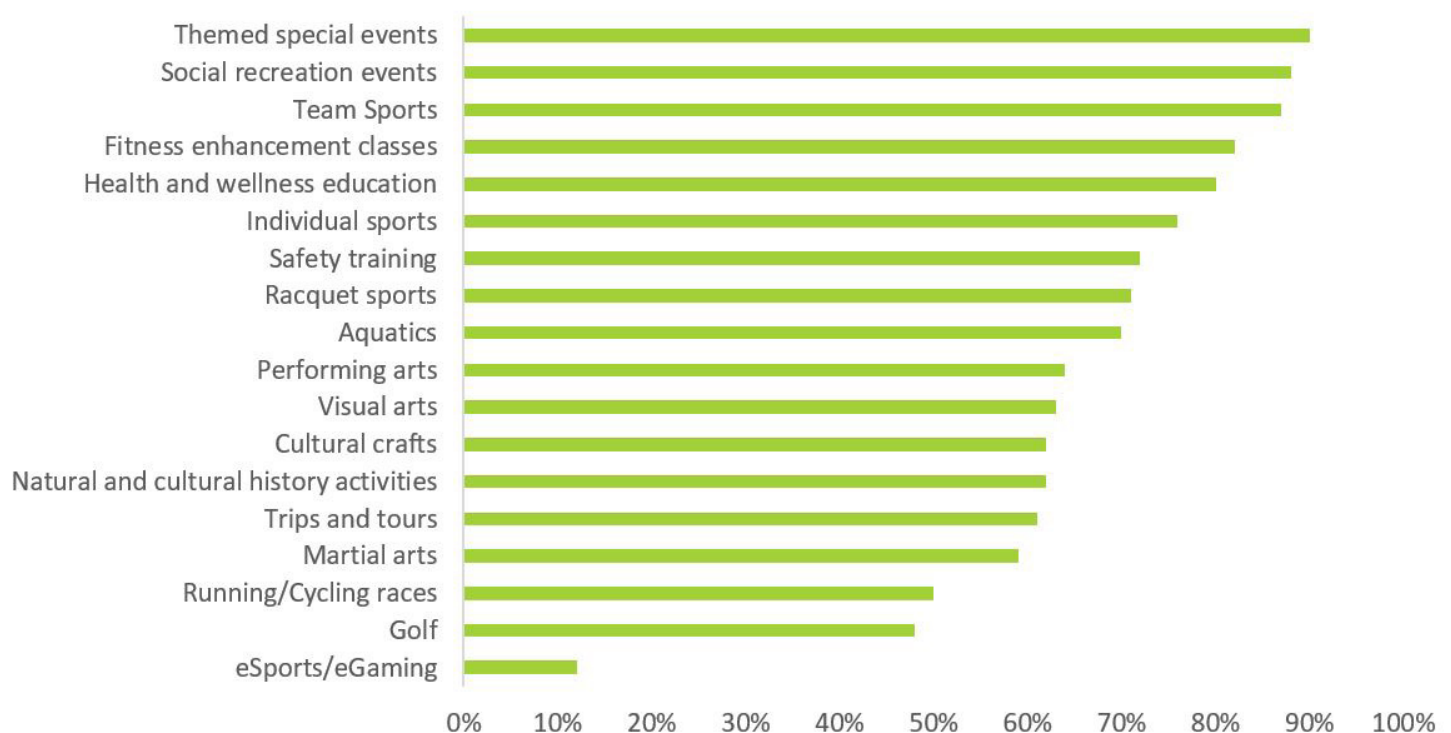


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

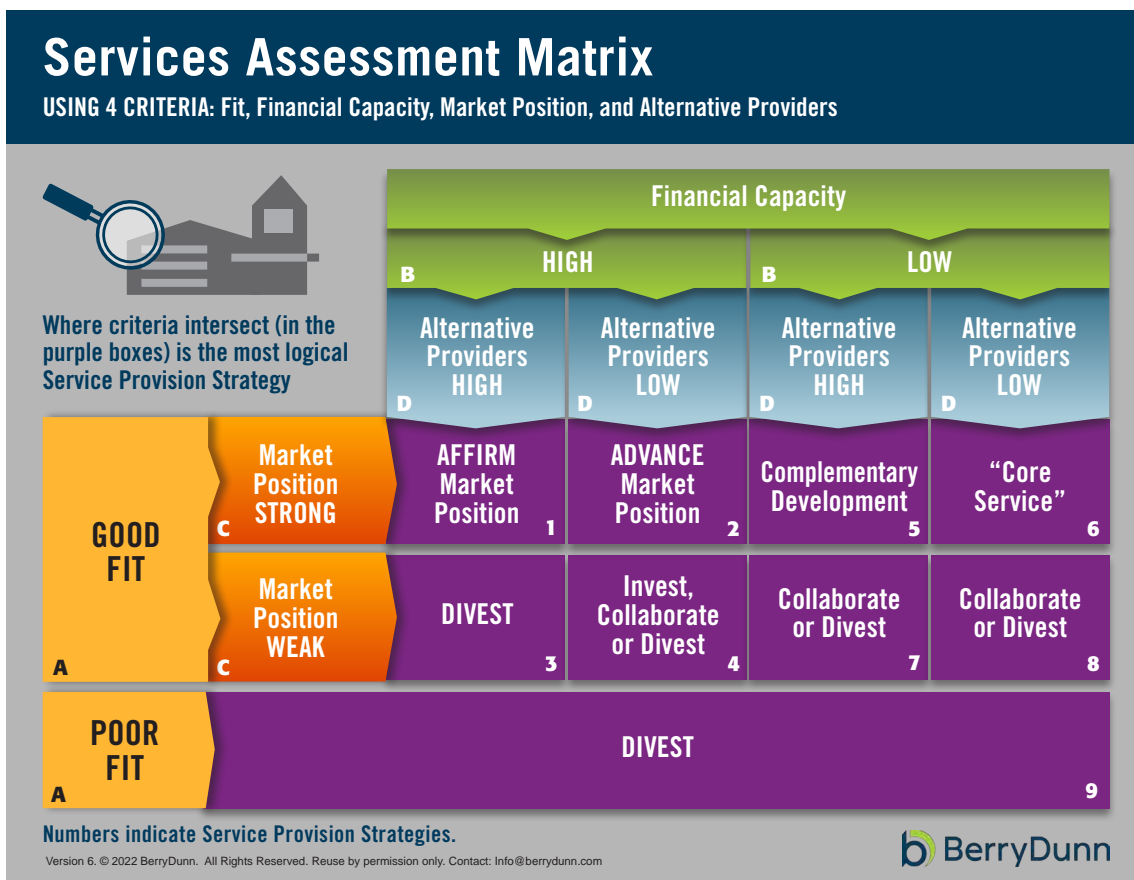


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

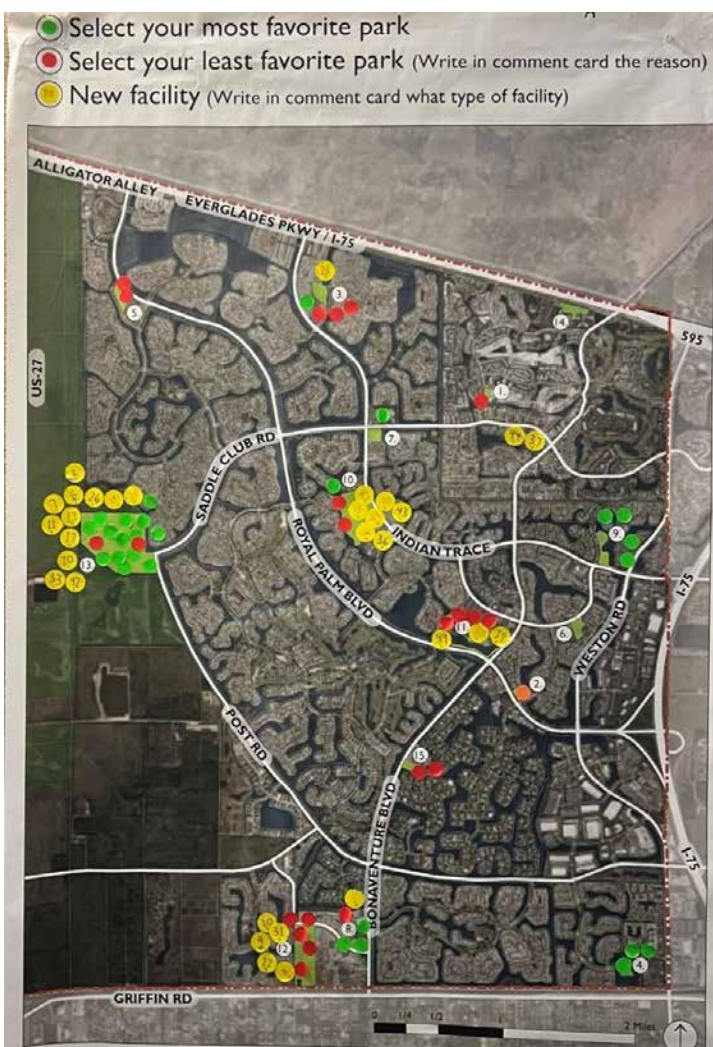


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

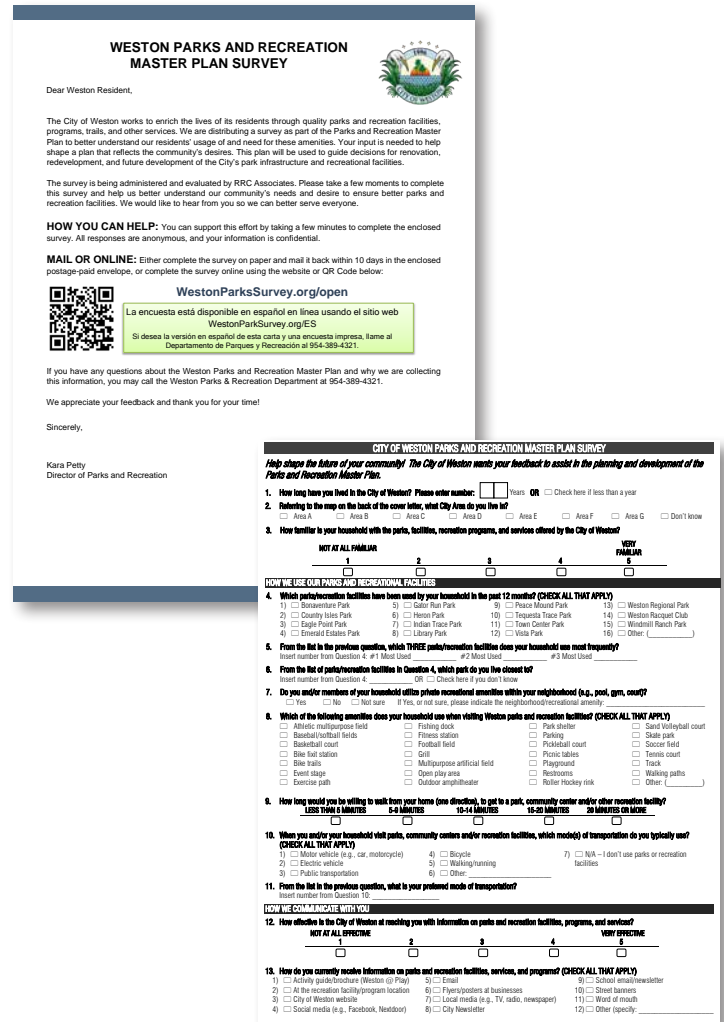


Figure 4.11: Survey Cover Letter and Survey Sample.

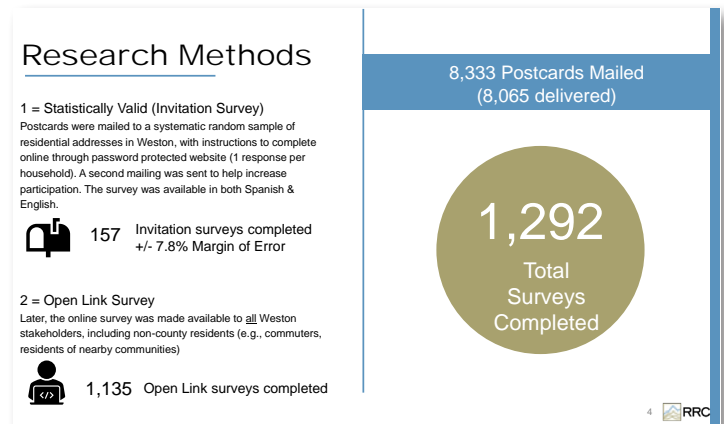
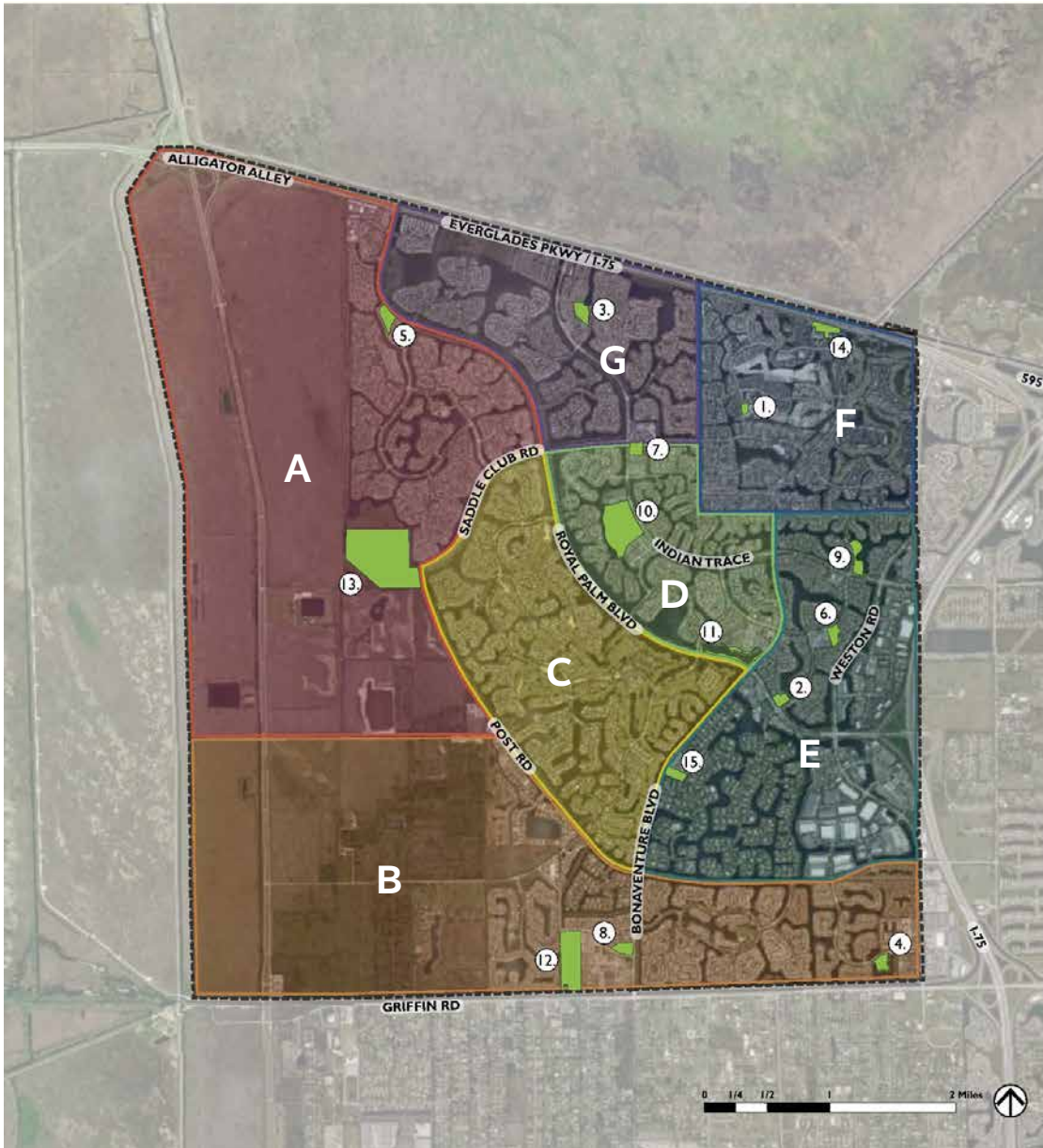


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- |  |                         |   |            |
|--|-------------------------|---|------------|
| -----  | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #d62728;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #17becf;"></span>                          | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff7f0e;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #1f77b4;"></span>                          | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9467bd;"></span>                          | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #2ca02c;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.







Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

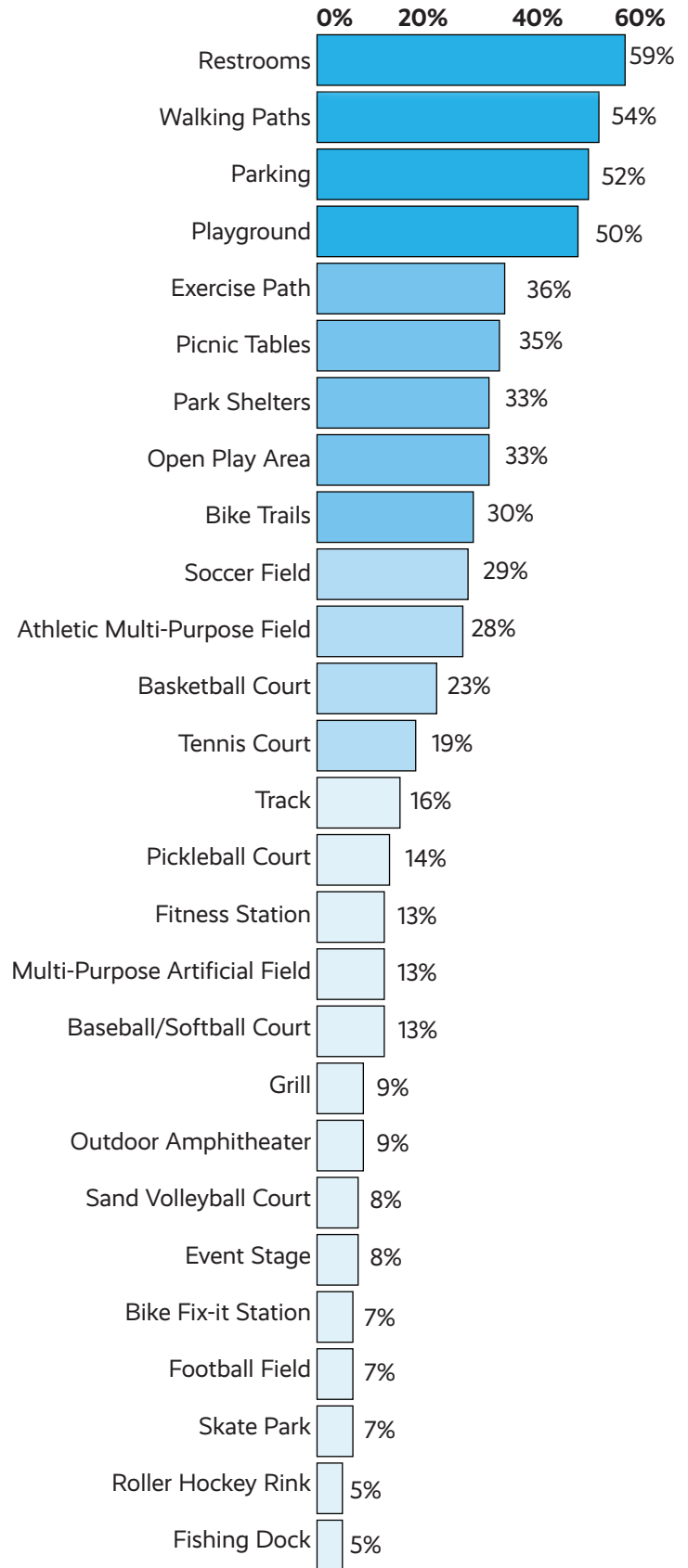


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

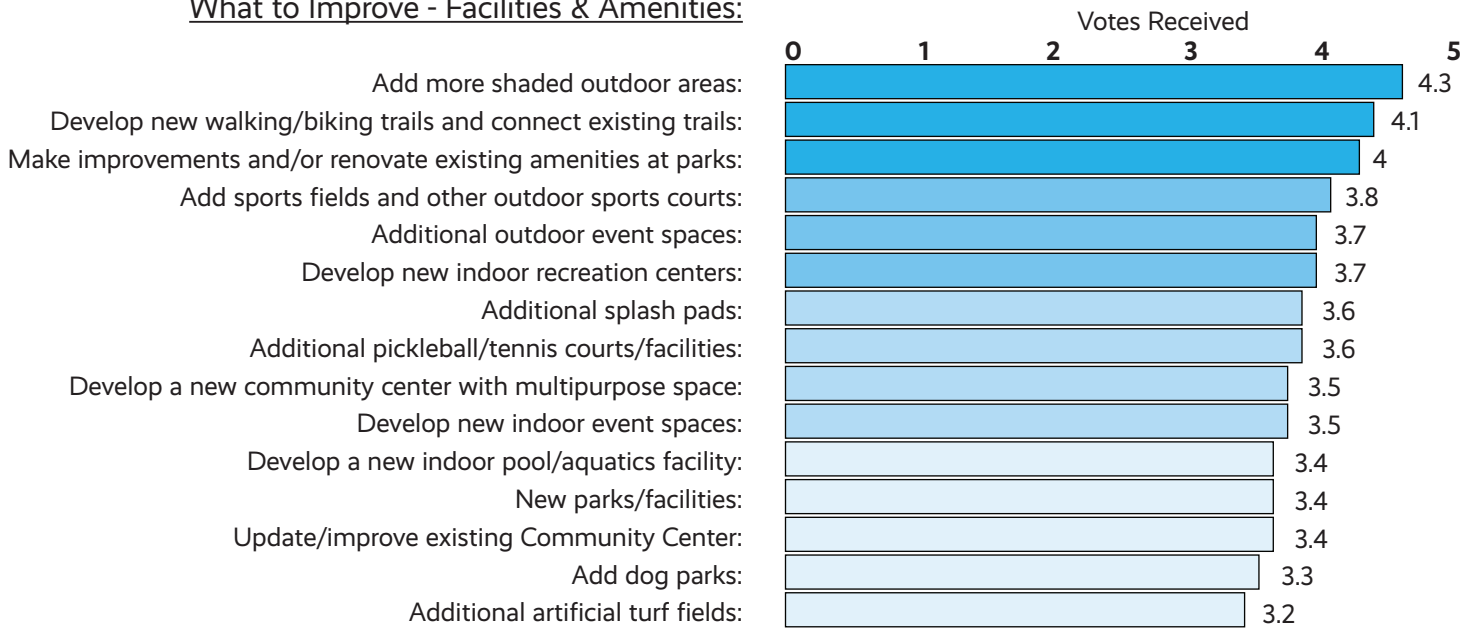


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

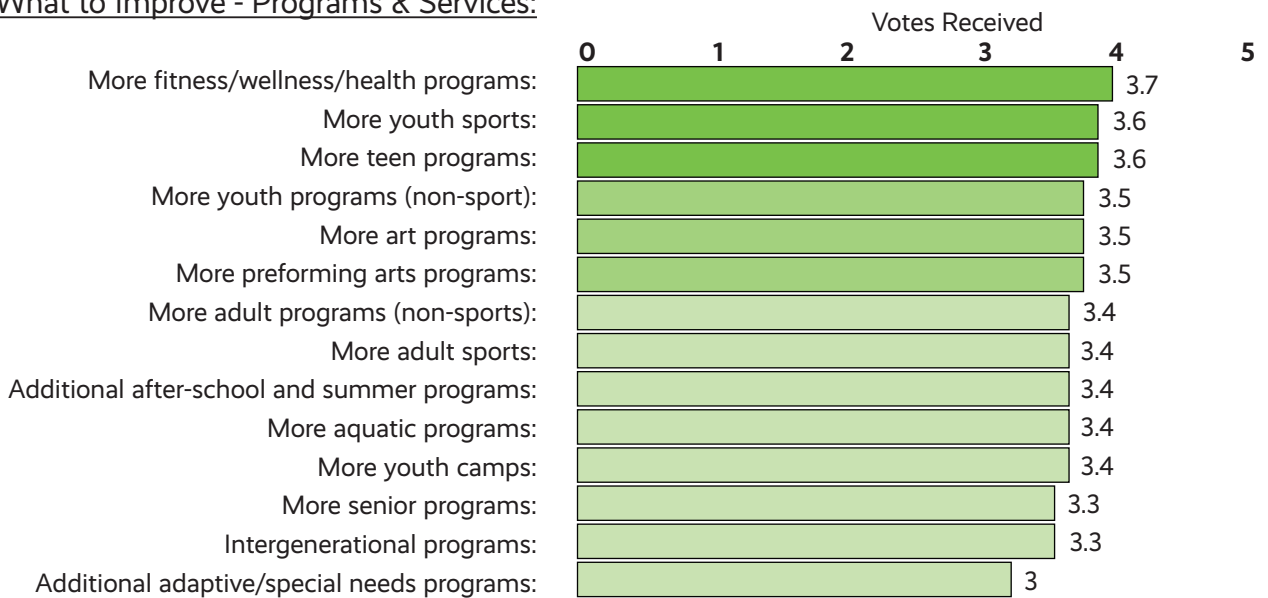


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

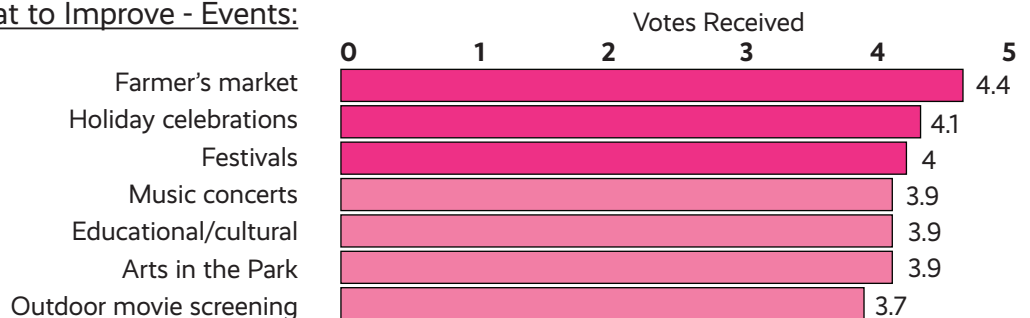


Figure 4.17: What to Improve - Events Graph.







## What to Improve - Facilities & Amenities:

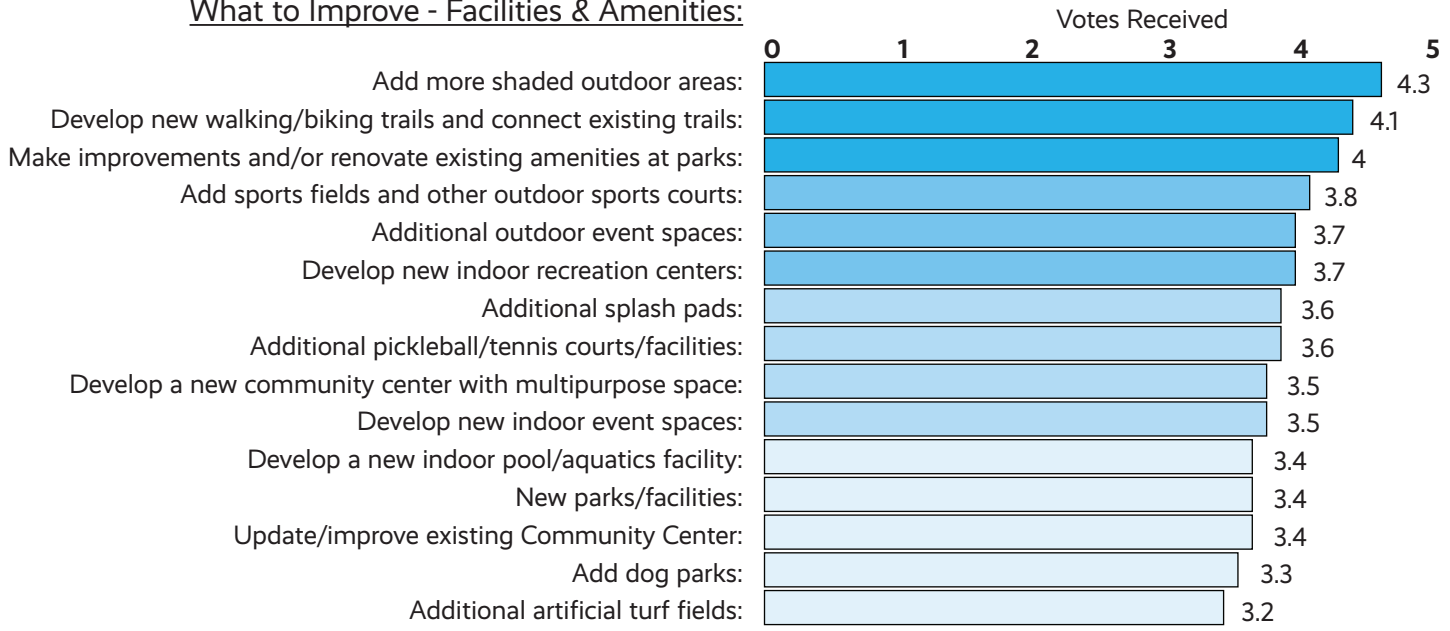


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

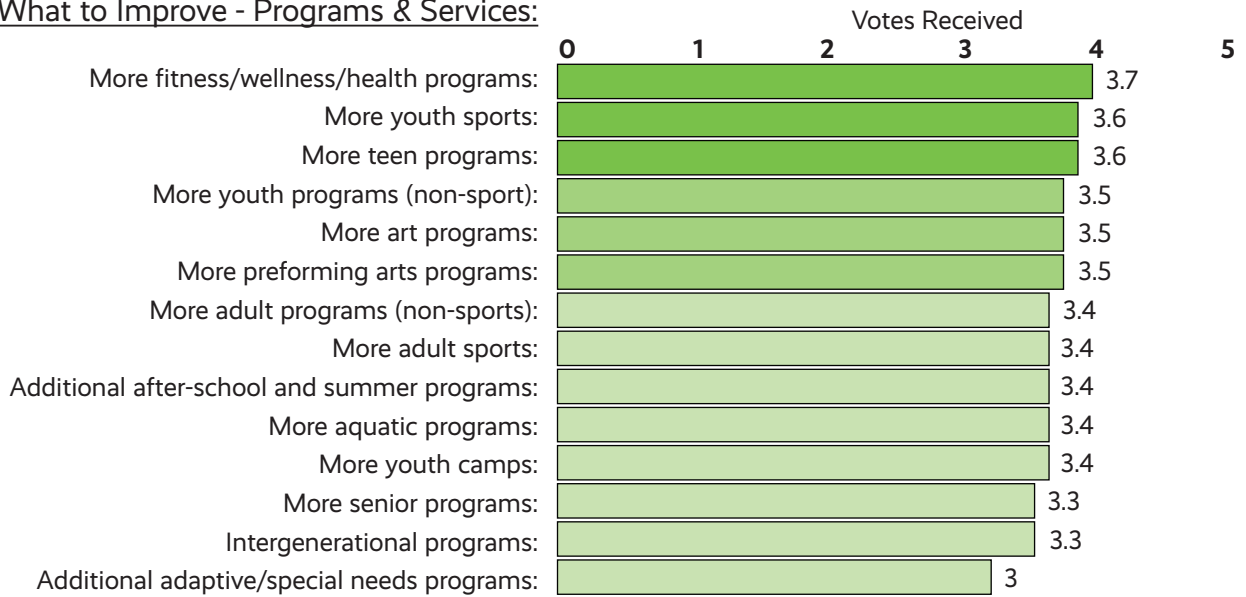


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

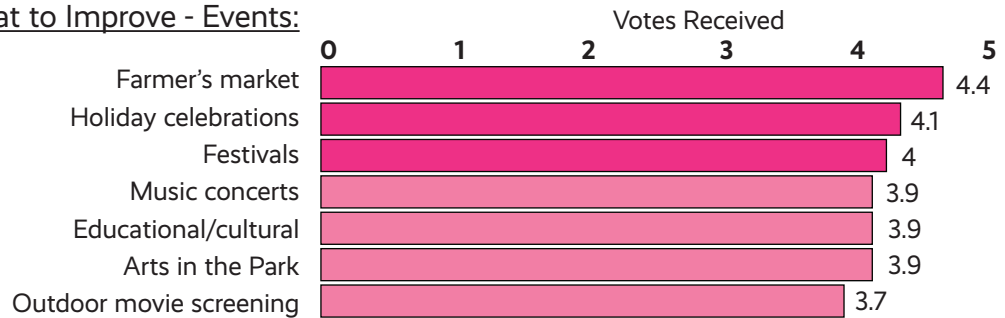


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking





**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.





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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



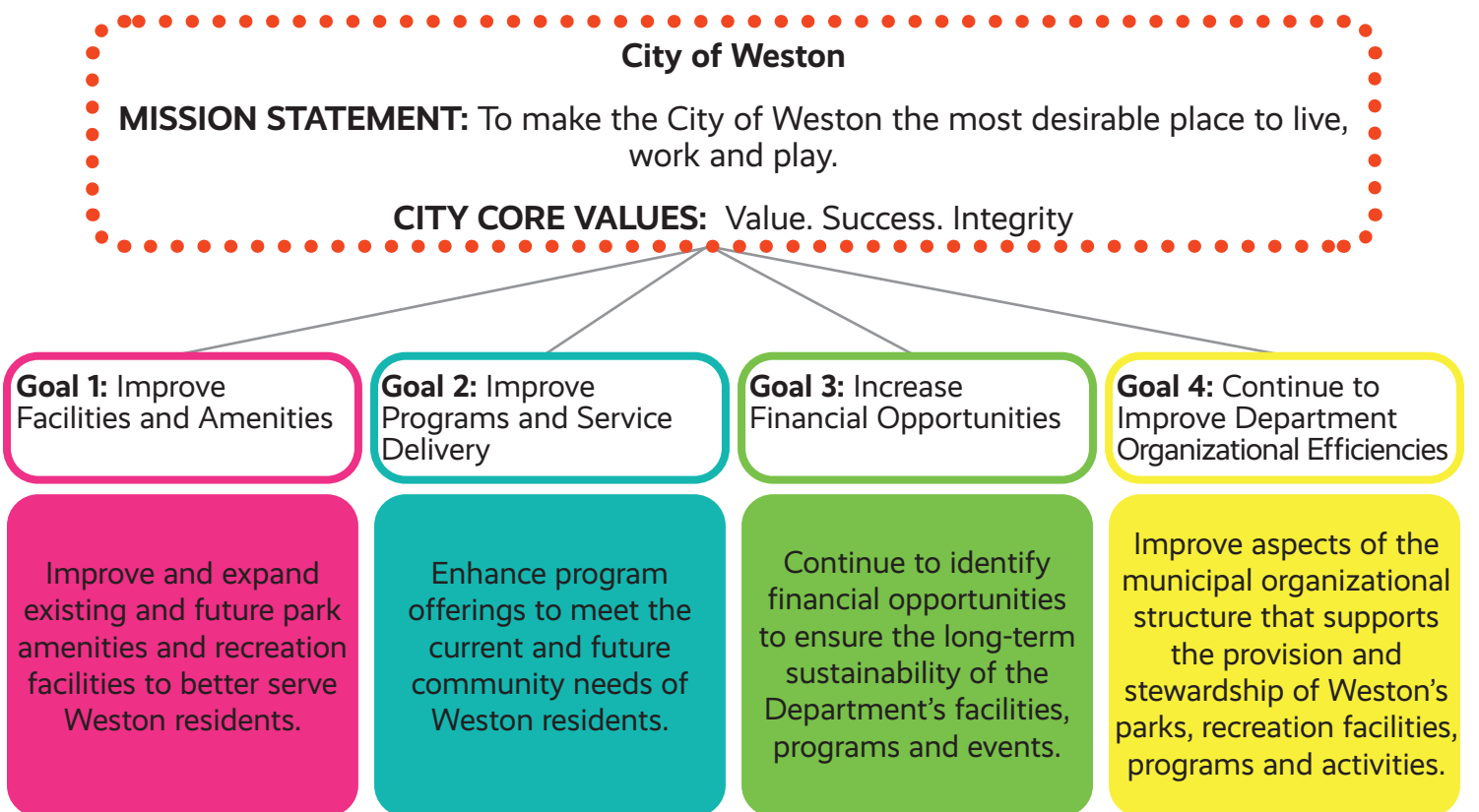
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

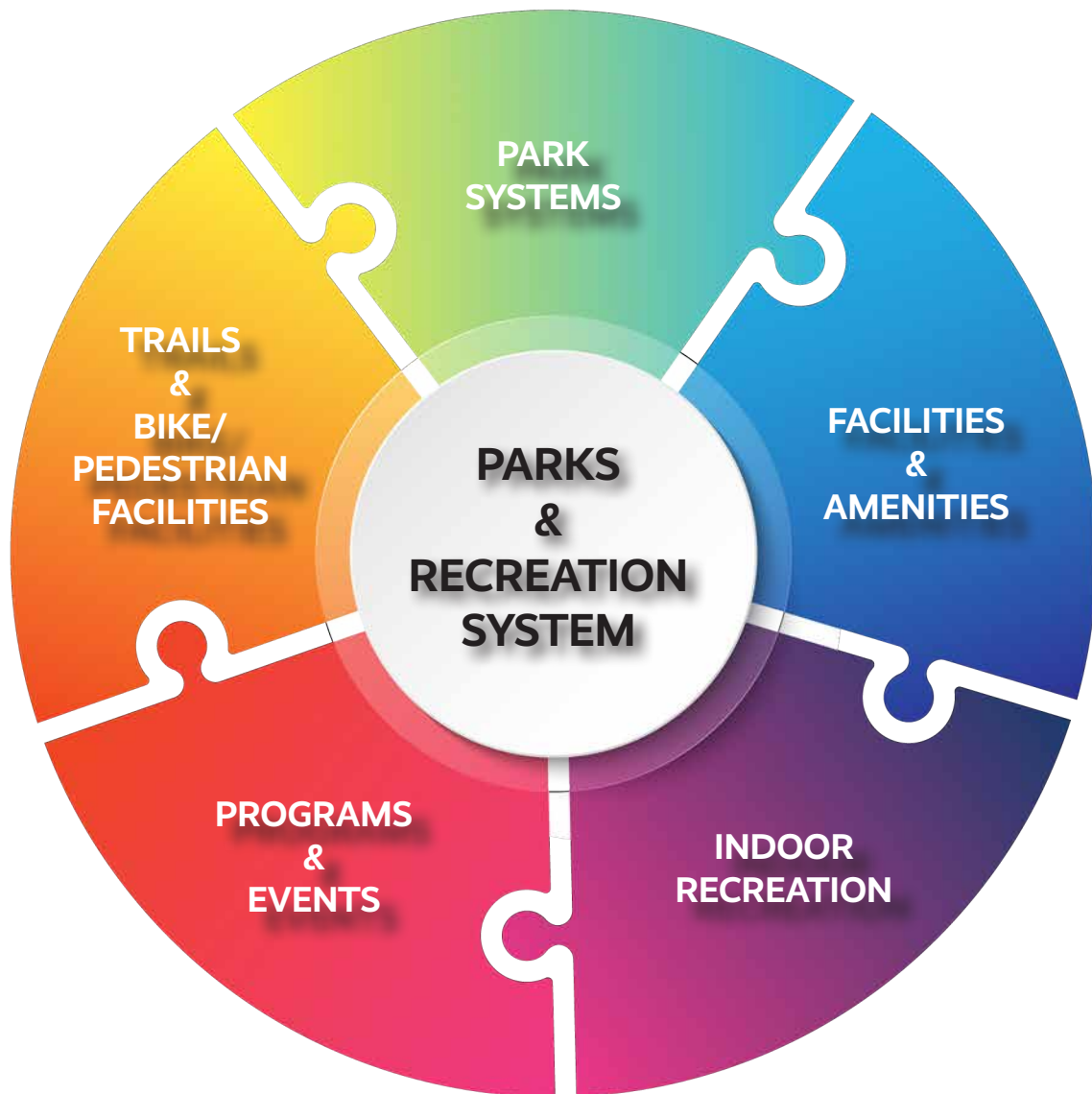


Figure 5.1: Parks & Recreation System - Vision Subsystems.





Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.





Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





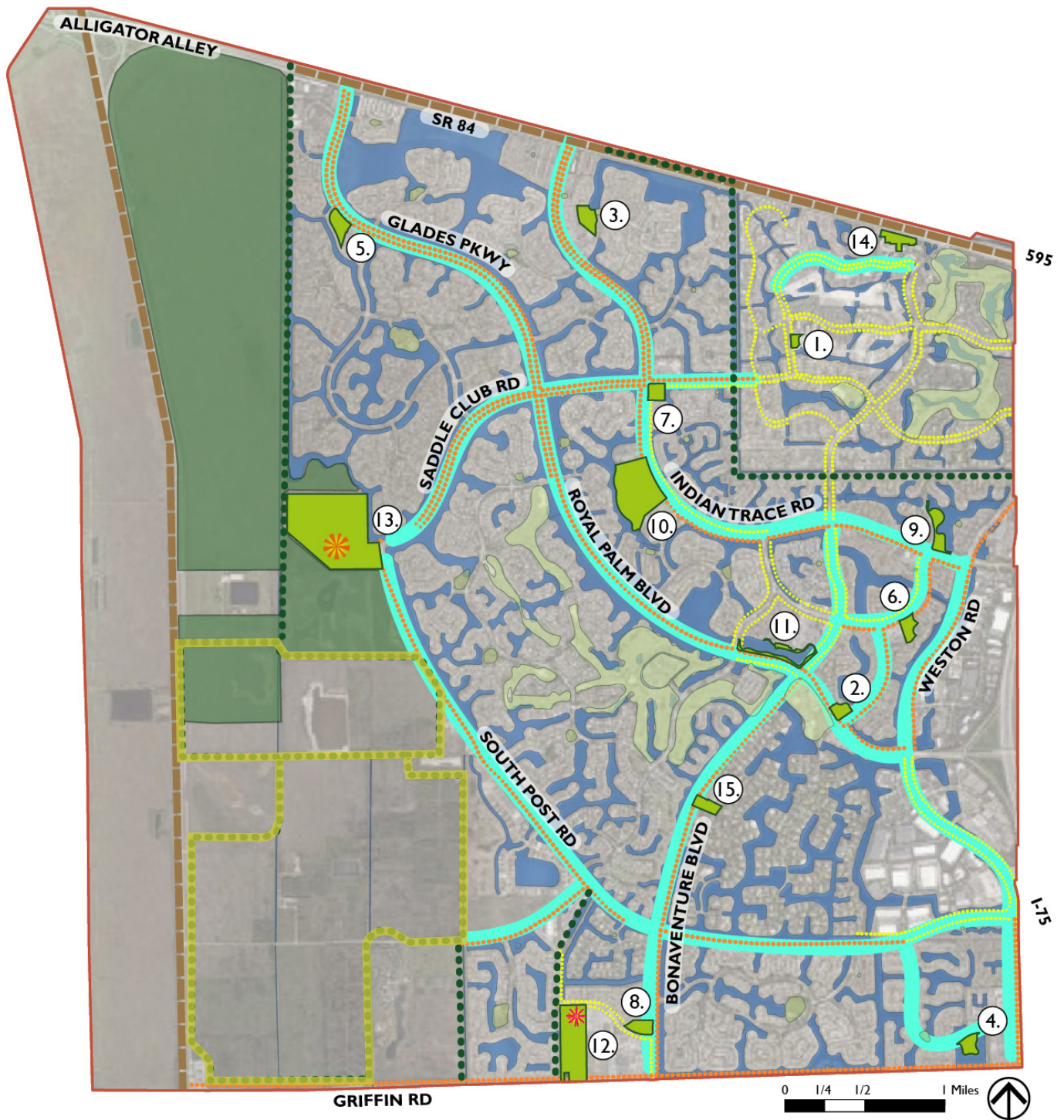
 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities: \$22,614,900 \$30,583,800 \$8,706,500 \$61,905,200</b>				







<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	\$405,000	\$375,000	\$500,000	\$1,280,000
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.







Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educated the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

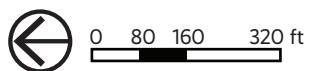
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





## Regional Park Improvement Scenario (Short Term)





Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.







# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

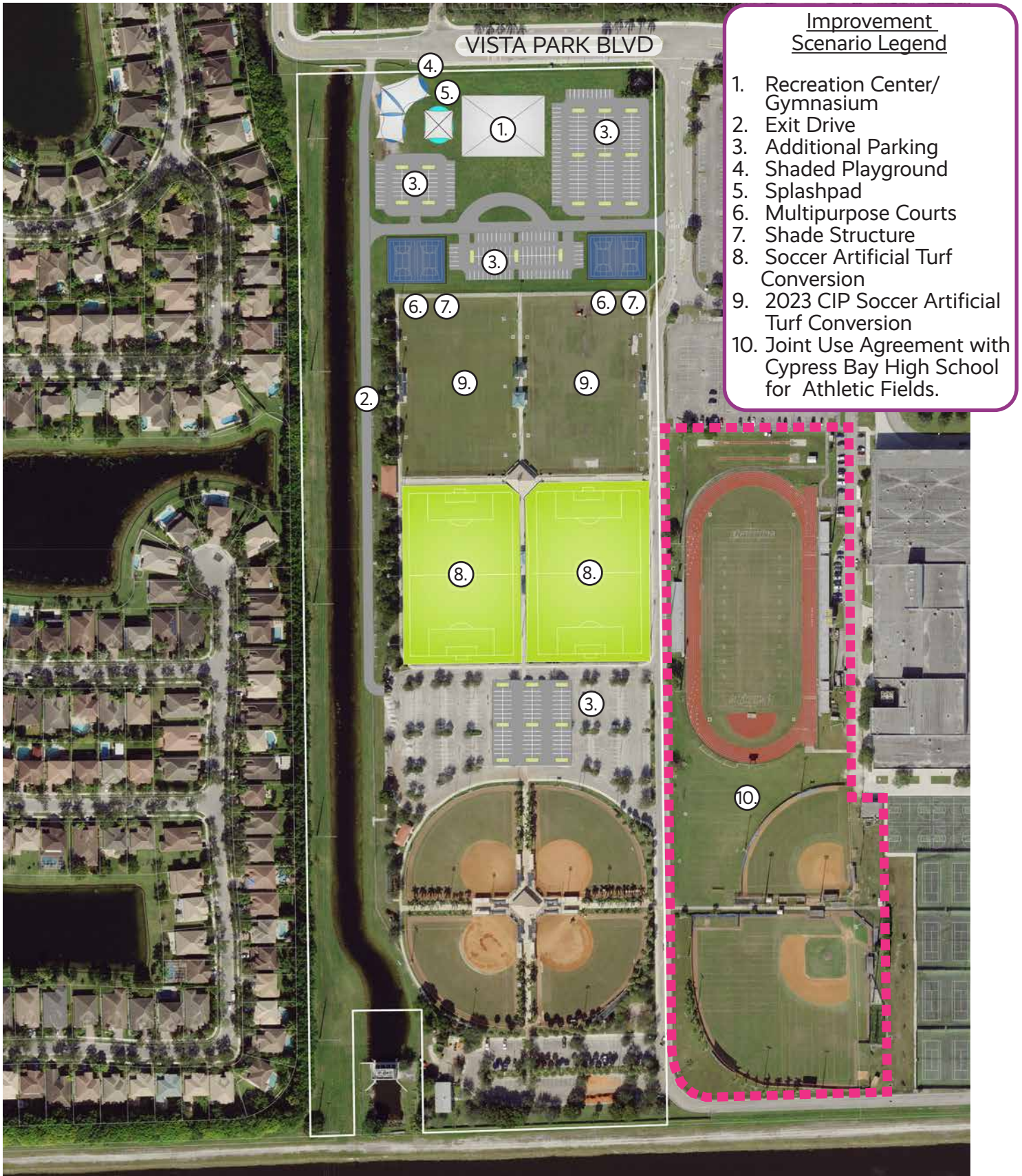
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.

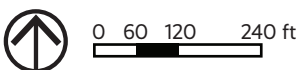


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





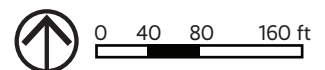


### Eagle Point Park Improvement Scenario



#### Improvement Scenario Legend

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

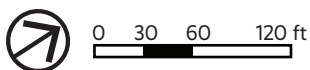




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court







<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.

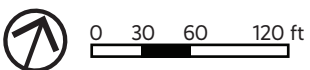


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.

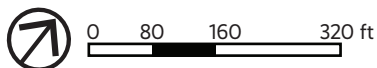




## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario







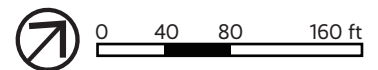
<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.



## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

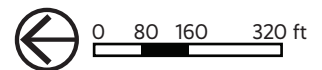
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility's services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.





Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.







There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers







should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of



the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





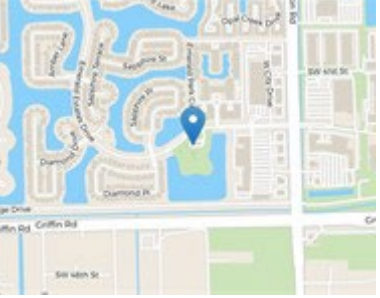

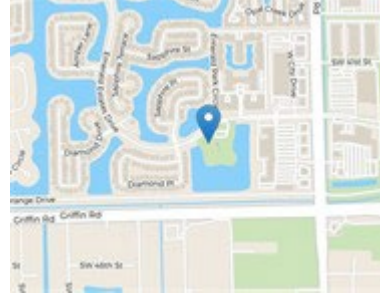

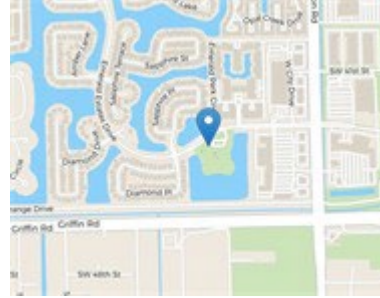

Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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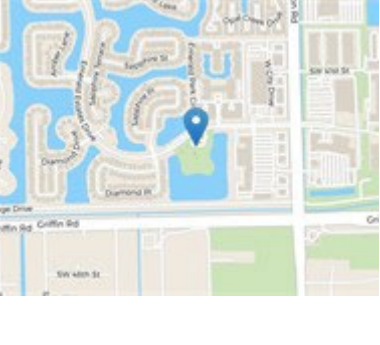

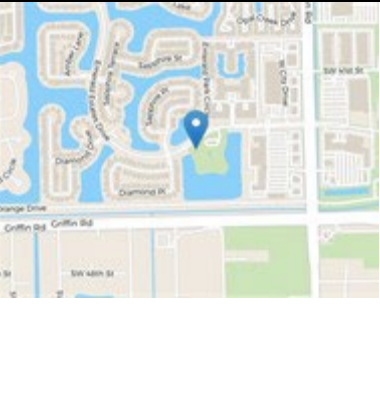

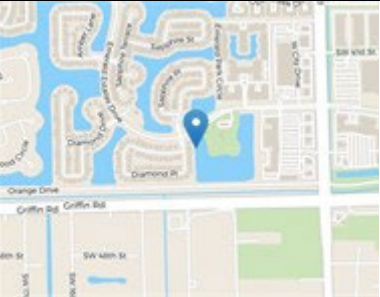



# ADA FIELD EVALUATION

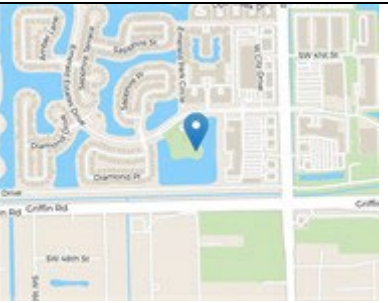

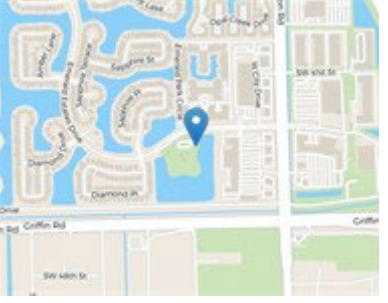

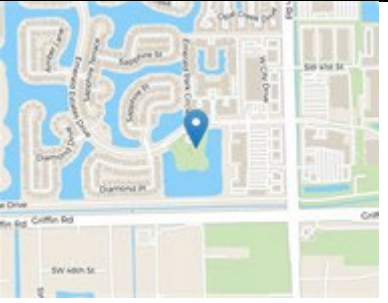

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

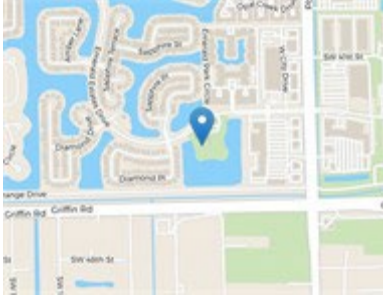

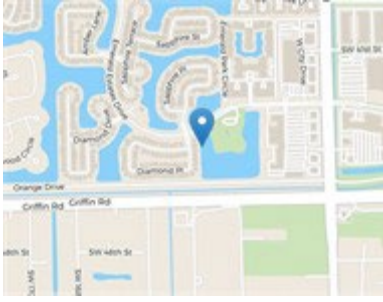

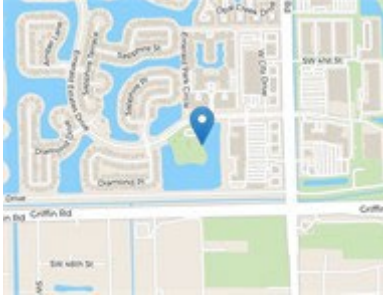

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

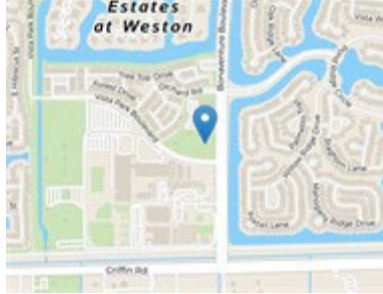





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			






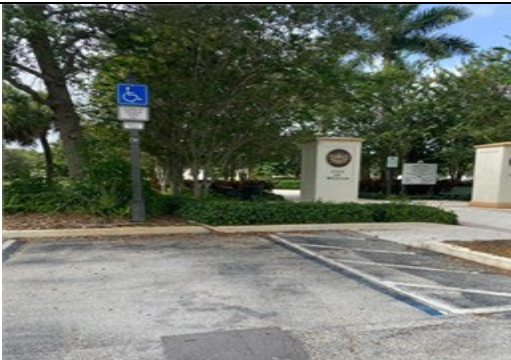

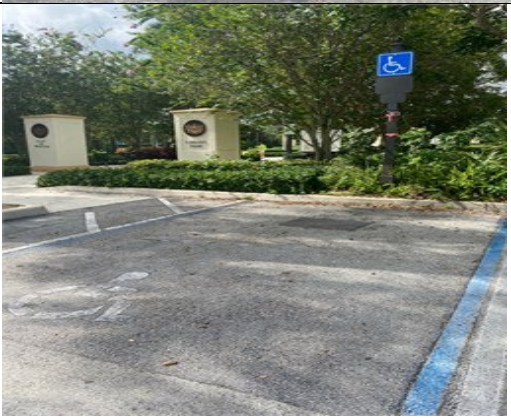
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	








<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

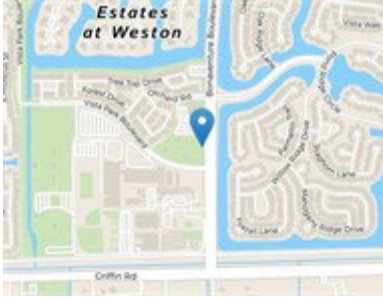





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



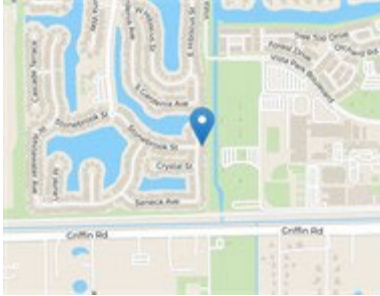

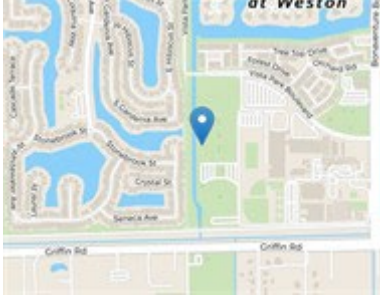

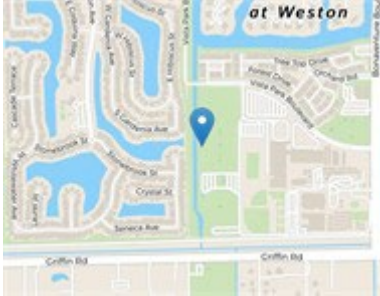

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



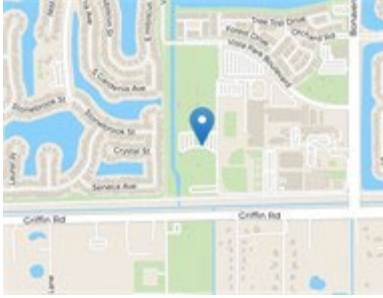

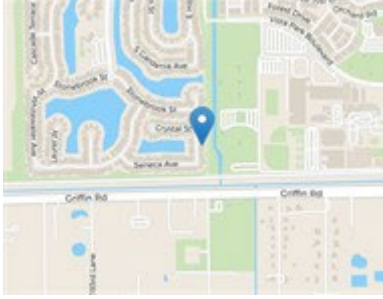


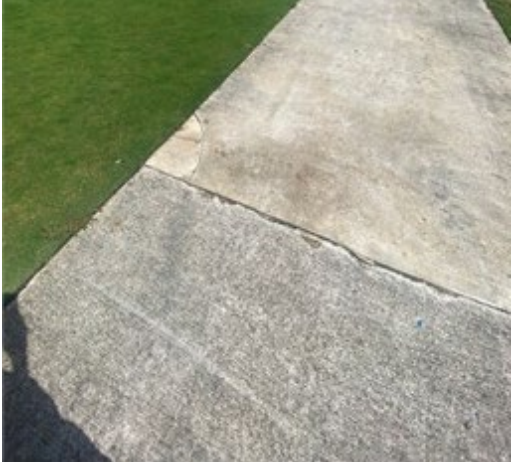
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





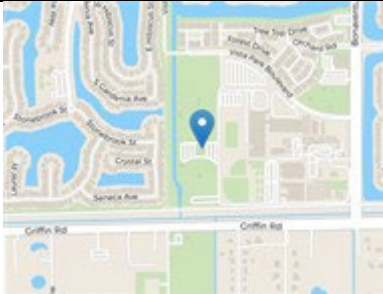

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





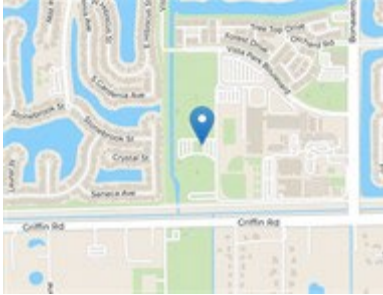

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





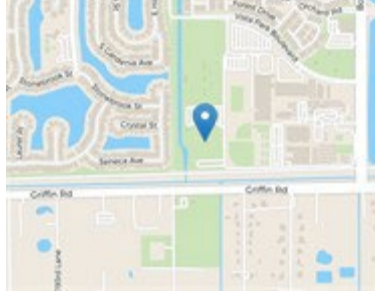



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	





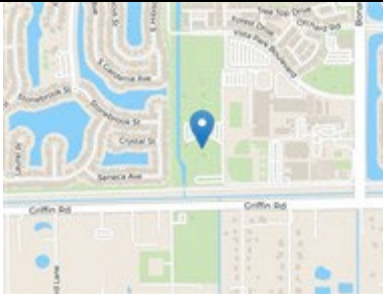


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	





<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



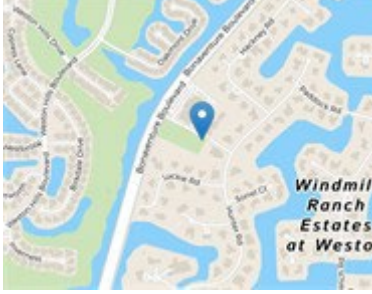



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			















<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				

<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

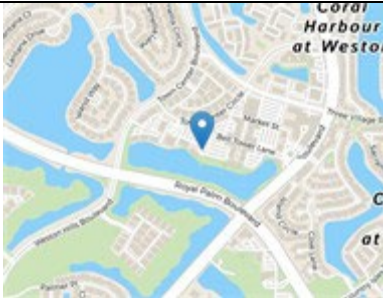

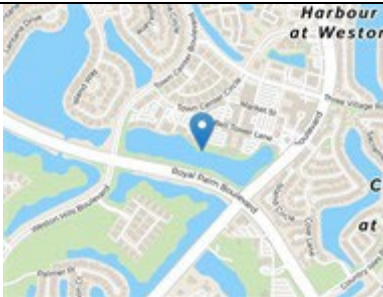

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




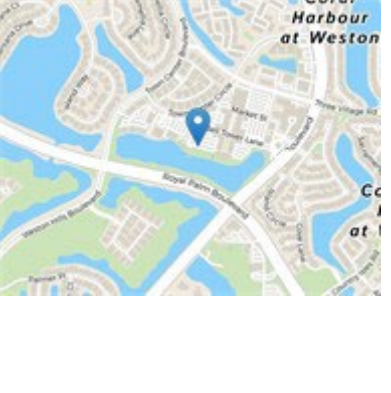

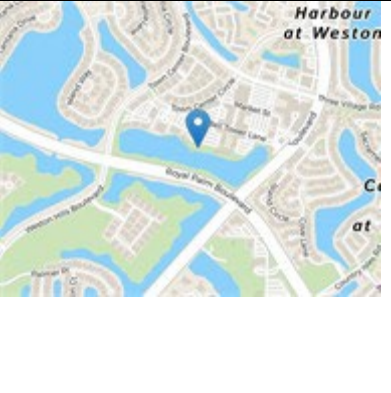

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

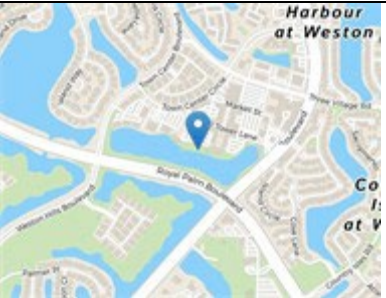

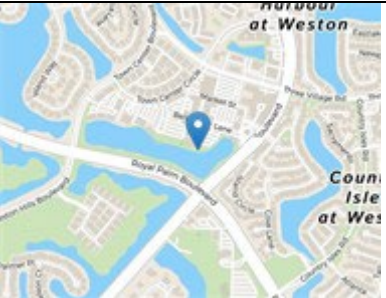

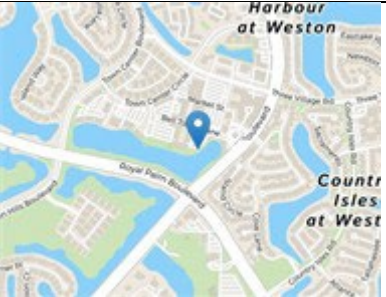

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	



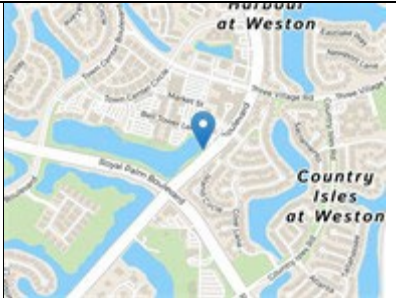



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



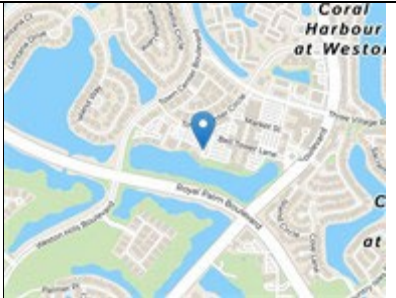

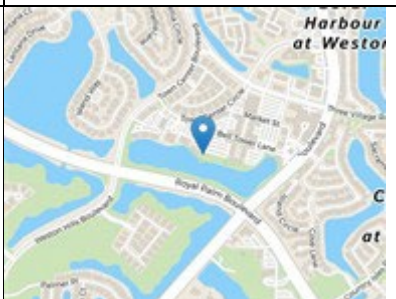

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





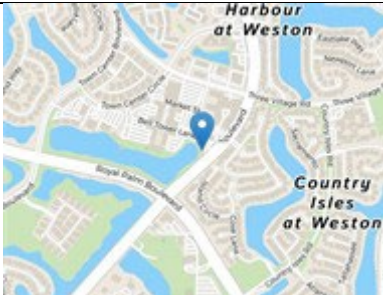

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




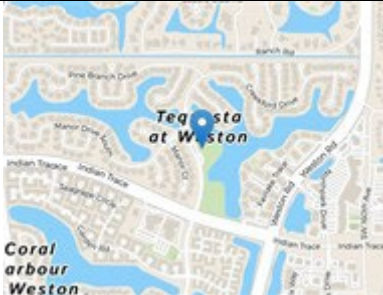
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



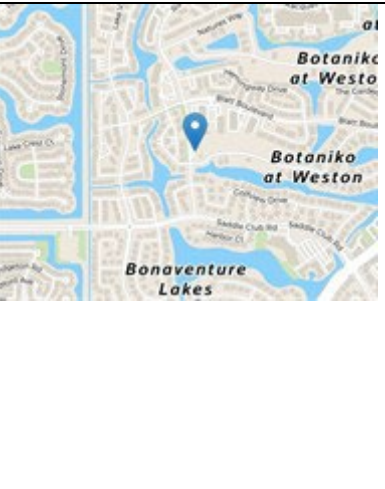

8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			





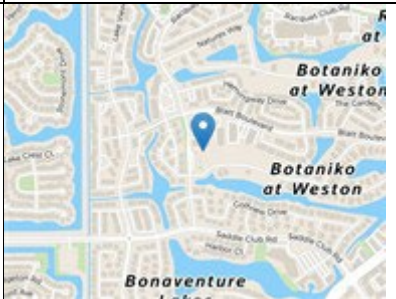



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




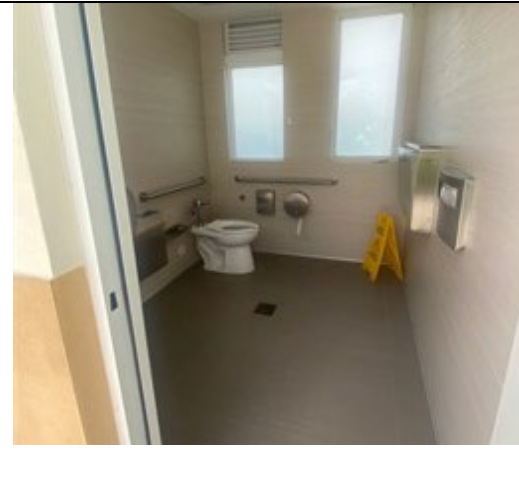




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

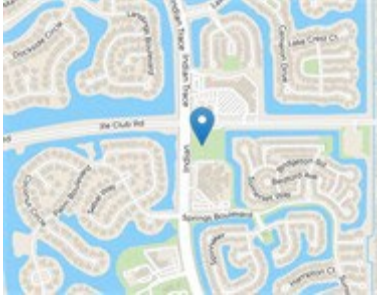



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			





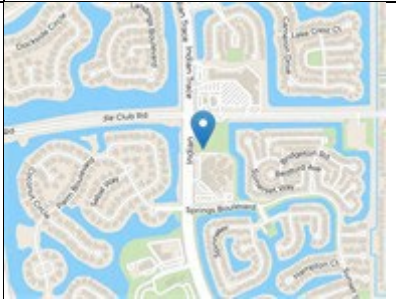

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




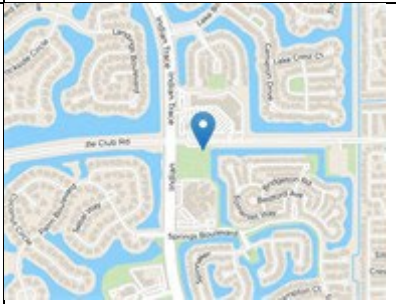


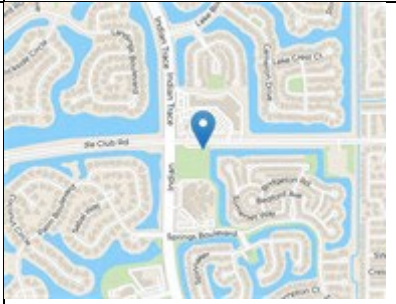

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


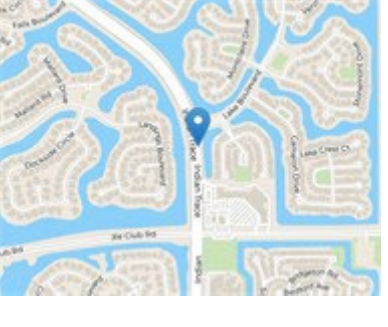

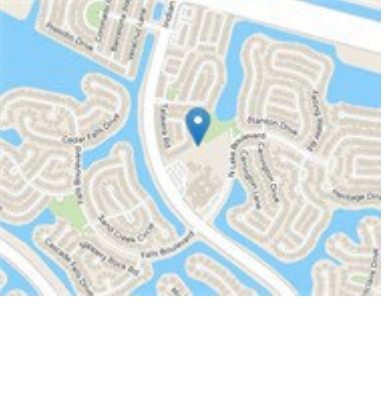

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



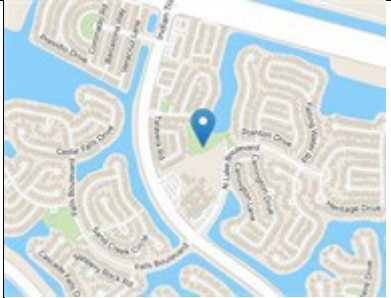

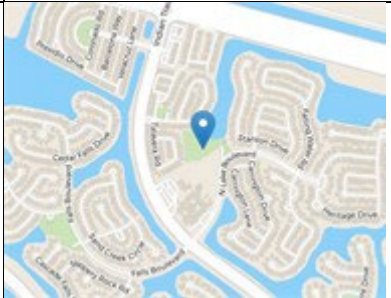

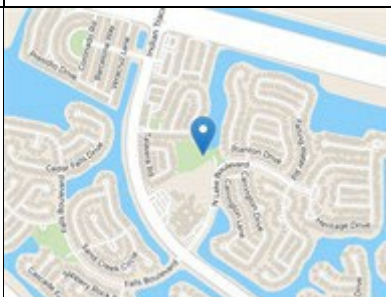

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



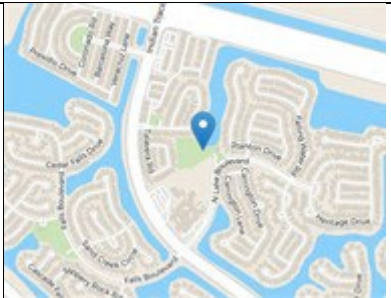

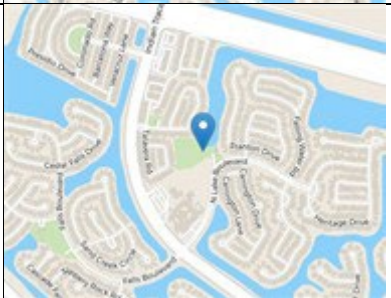


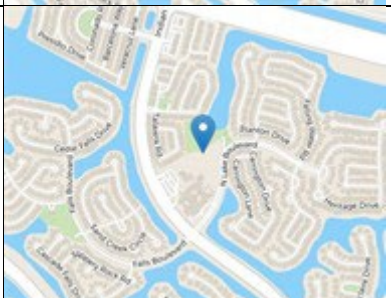

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

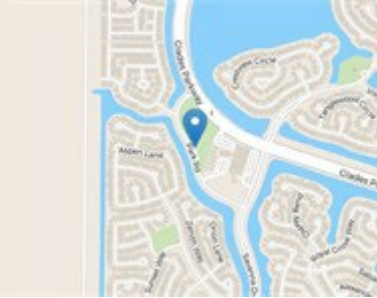

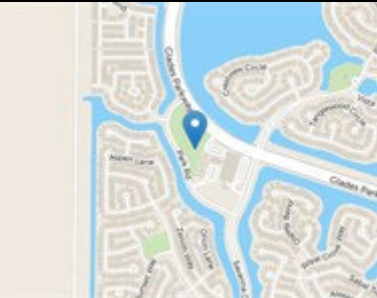

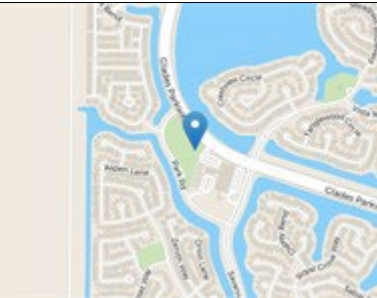

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



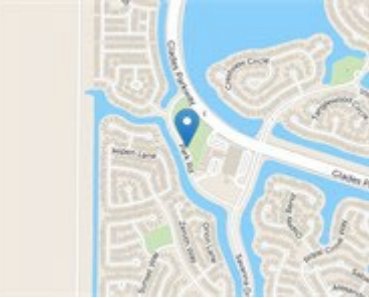

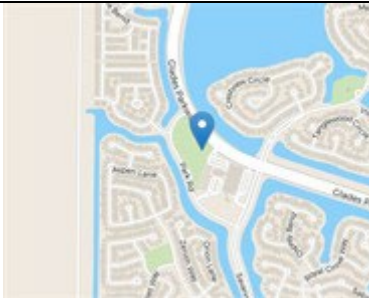


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	




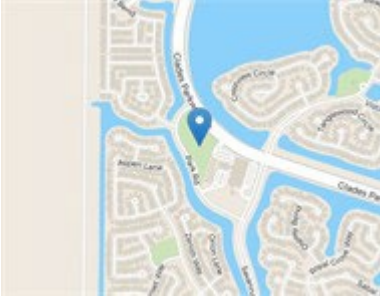

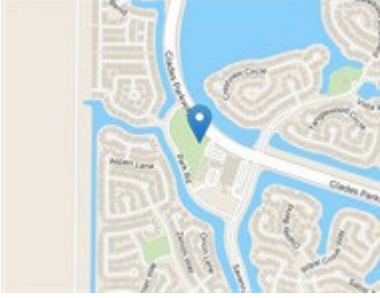

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

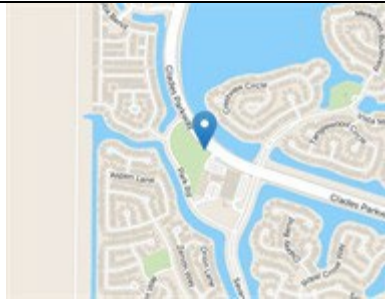

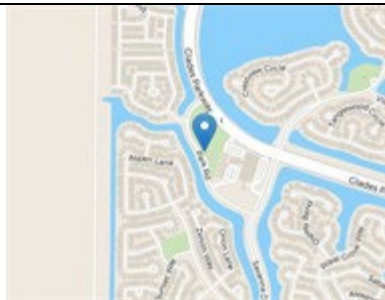
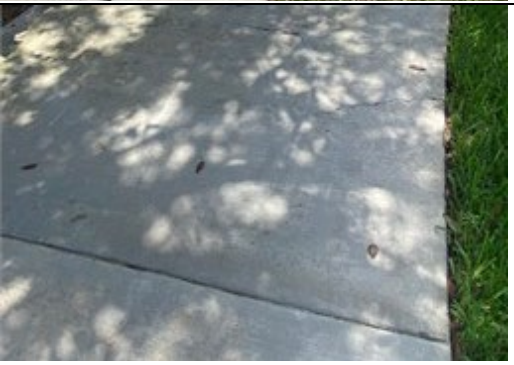
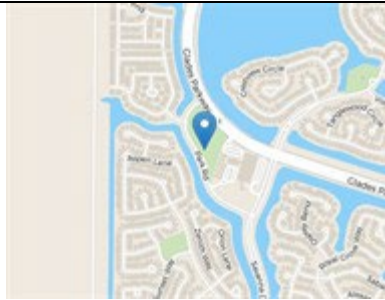



<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

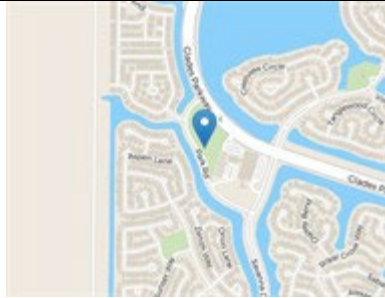

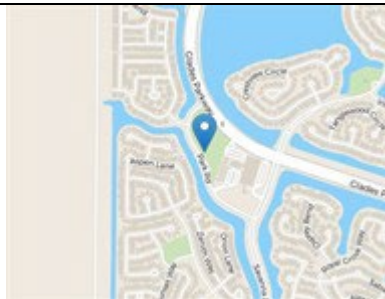

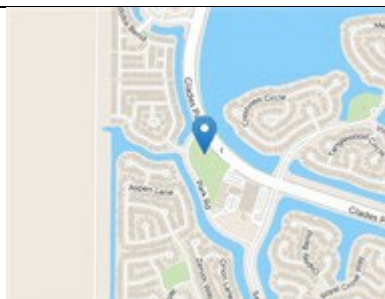
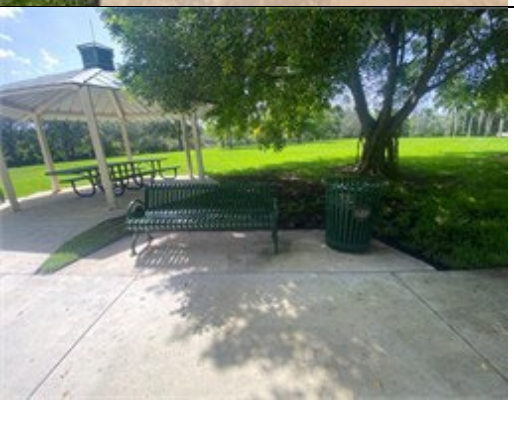



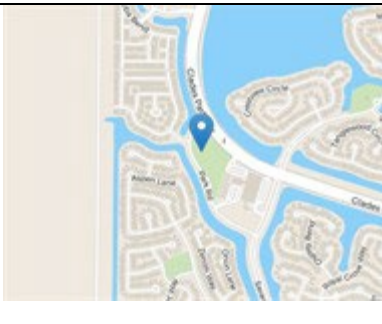
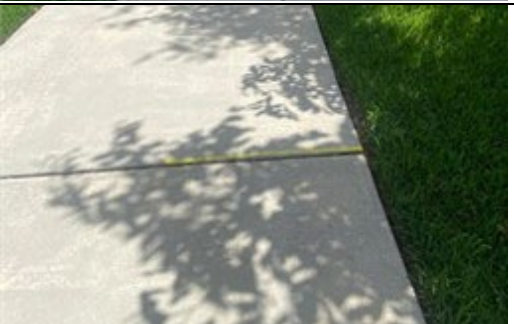
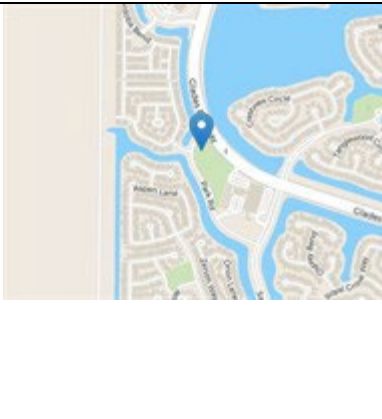

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

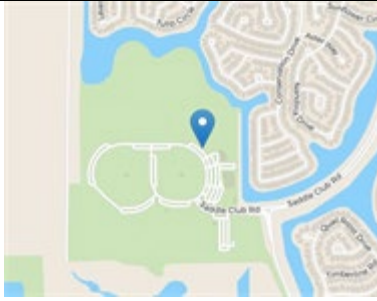

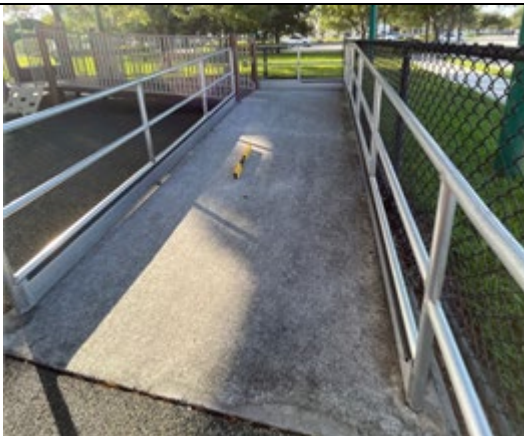

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



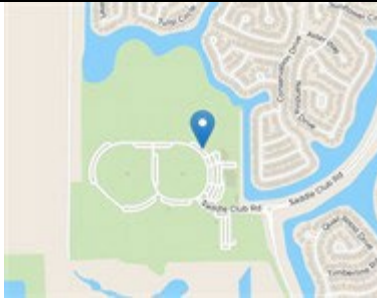

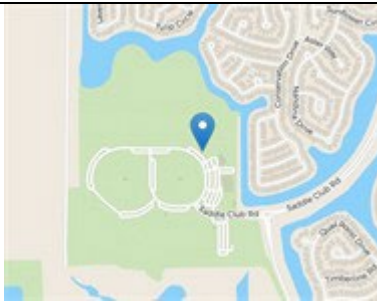

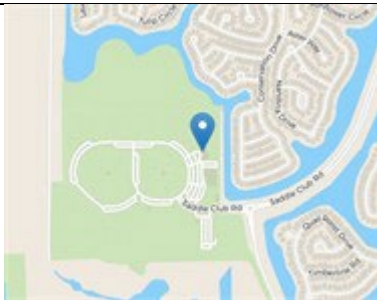

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

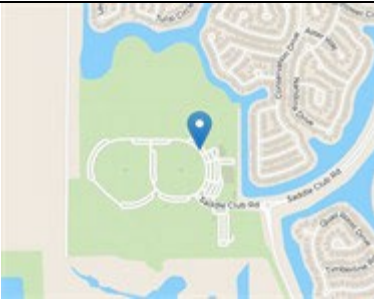

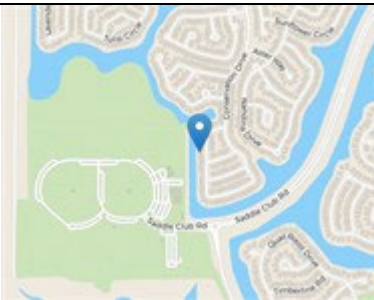

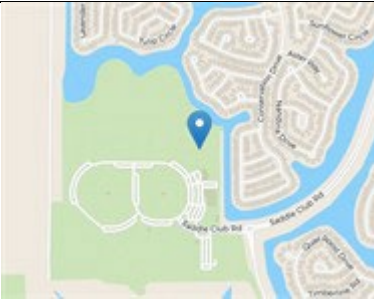

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			



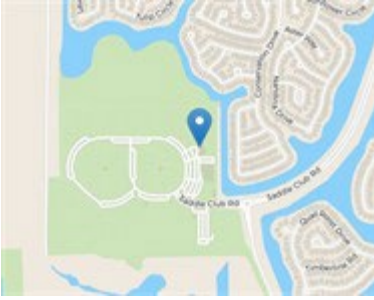

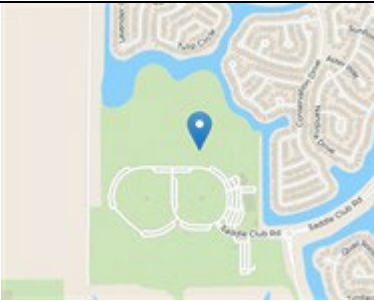

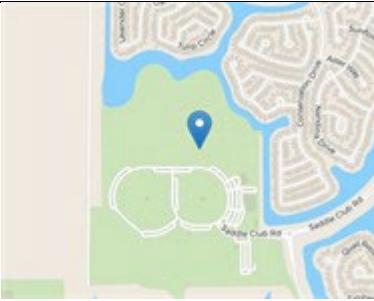

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

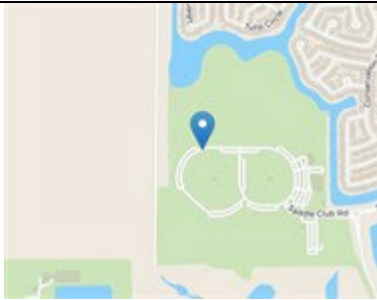

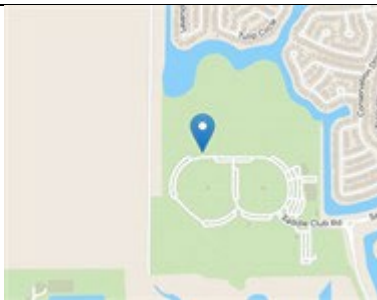

<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

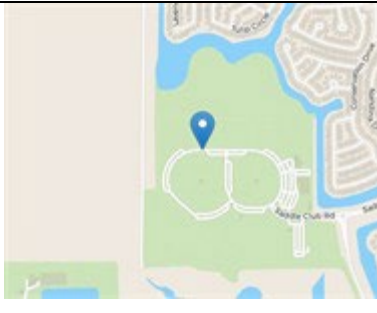

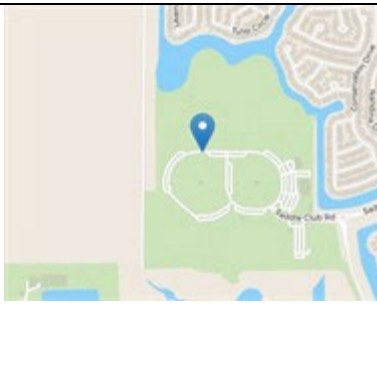

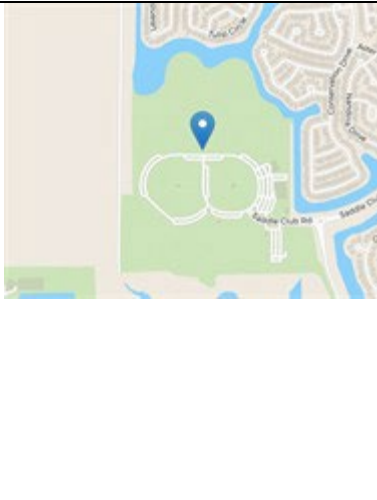
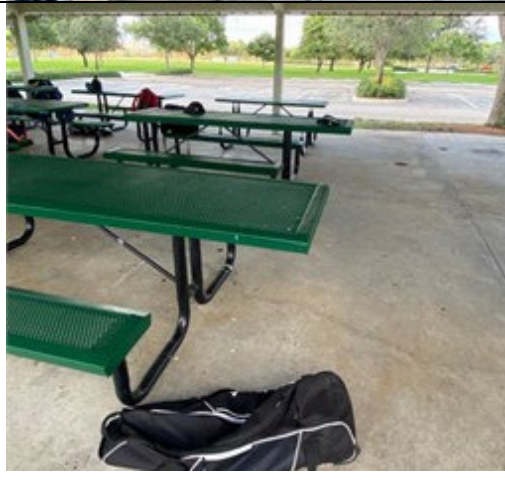


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

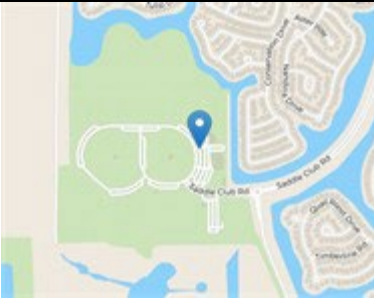

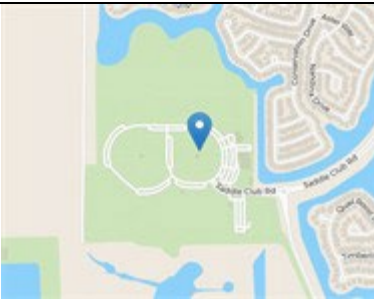

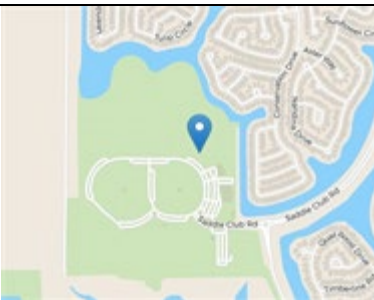



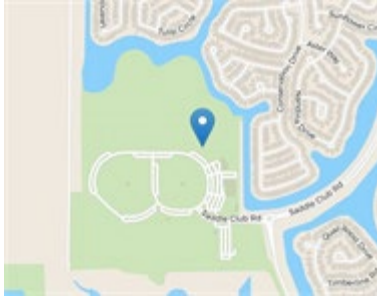


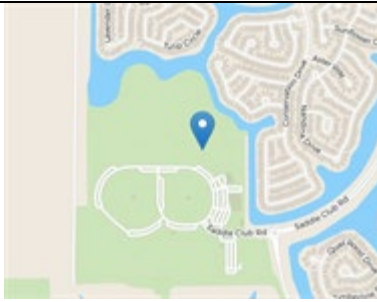

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

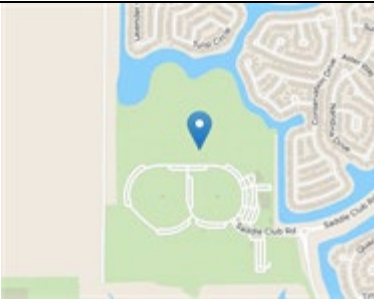


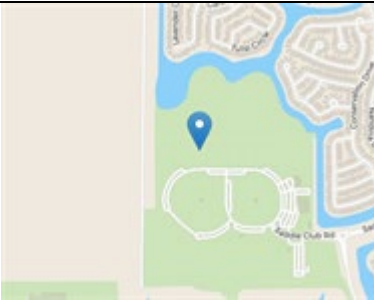

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

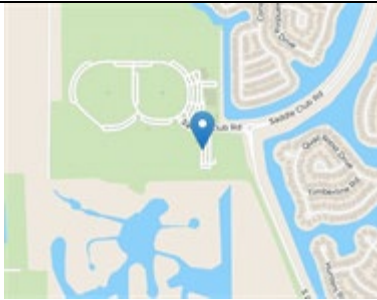

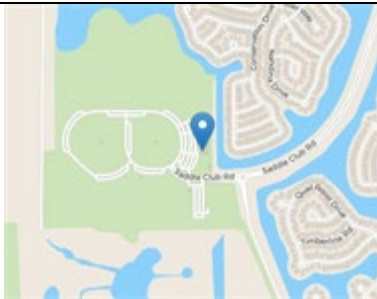

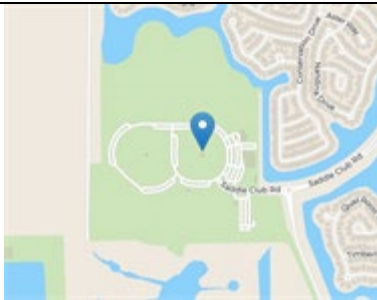




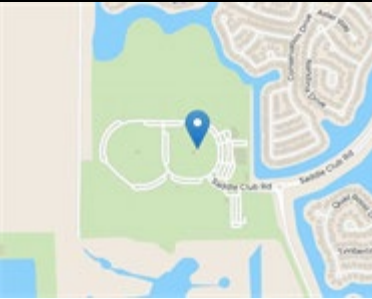

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


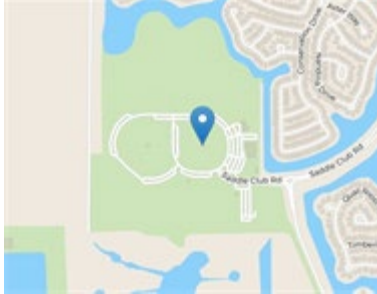

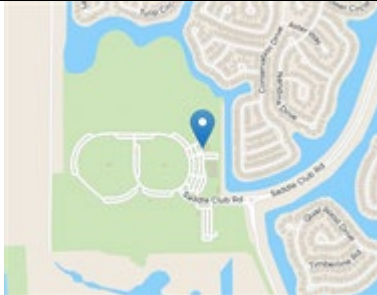

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

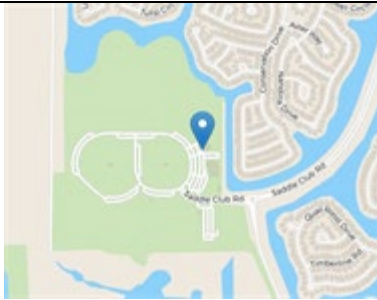

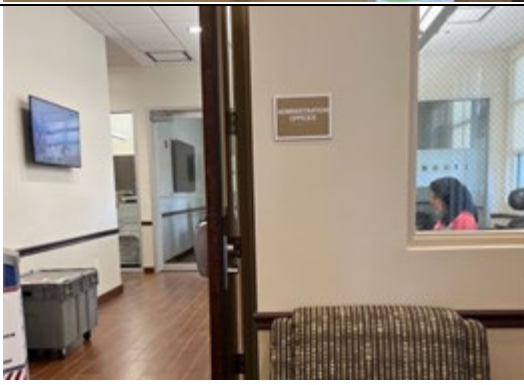
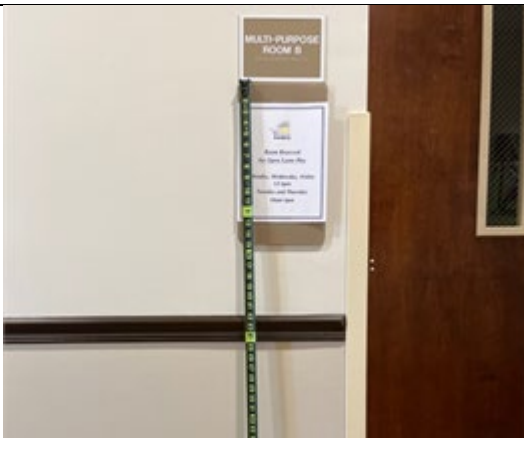


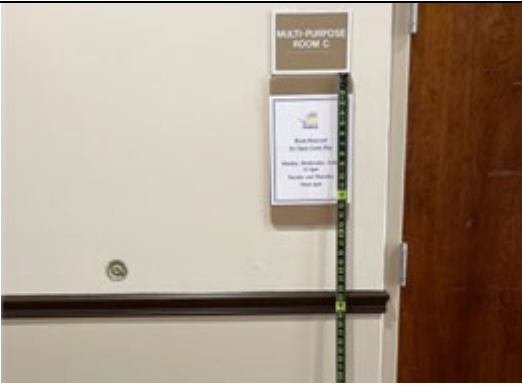

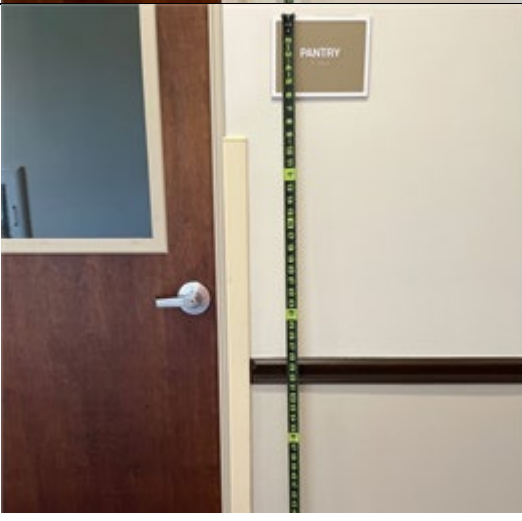
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

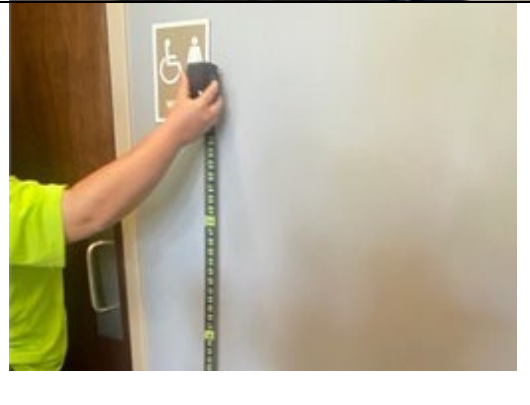
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

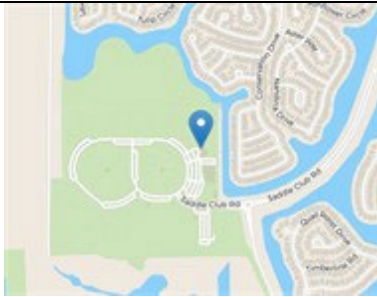
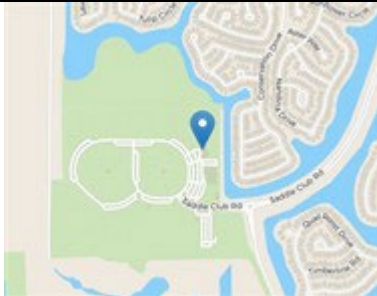



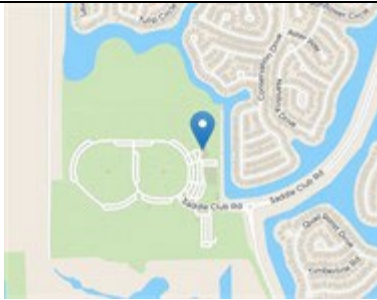

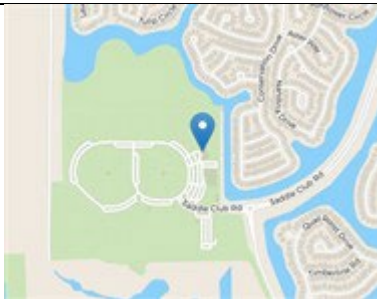
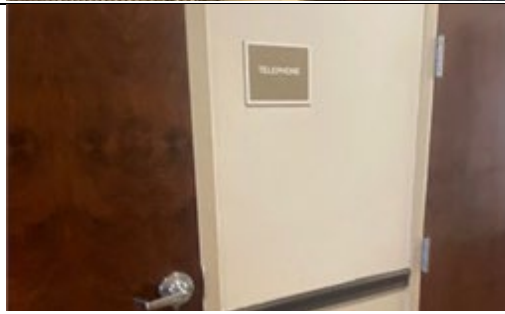
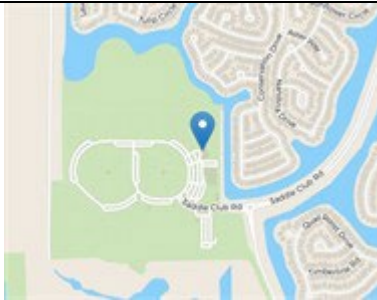
<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

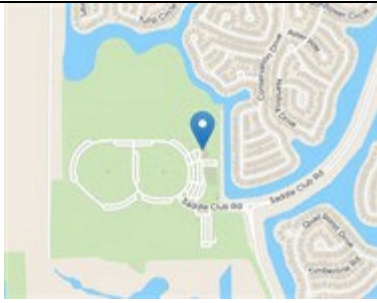

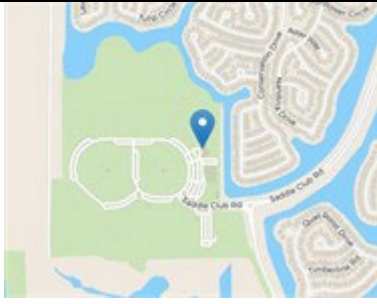

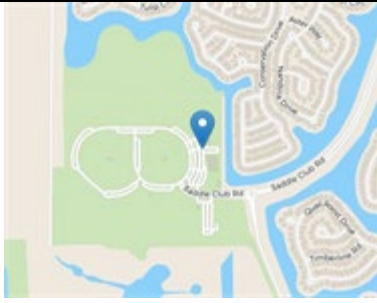

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



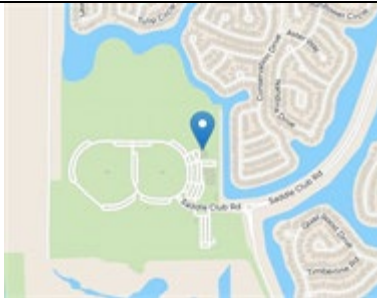



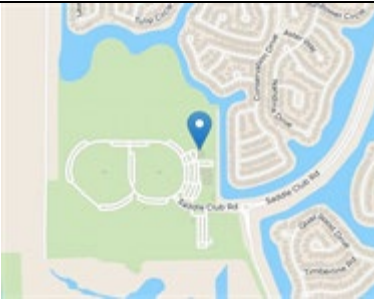

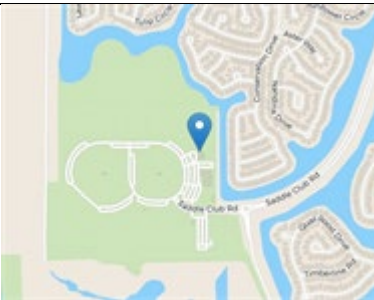

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

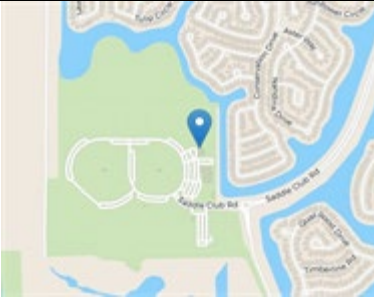


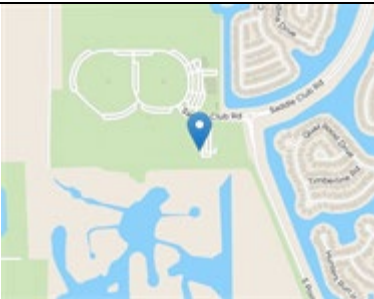

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

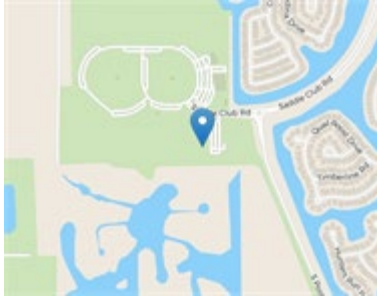

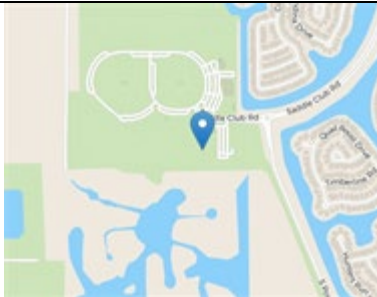

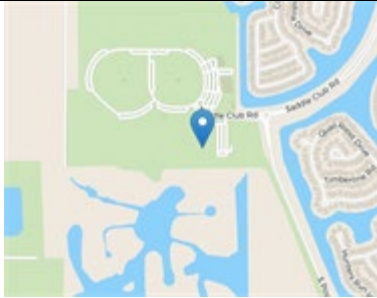



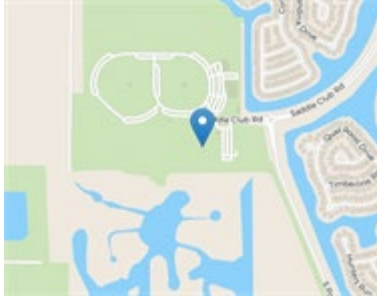


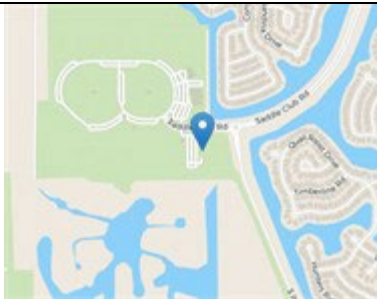

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

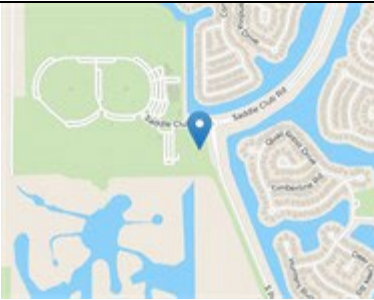

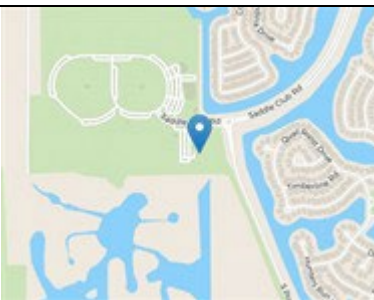

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

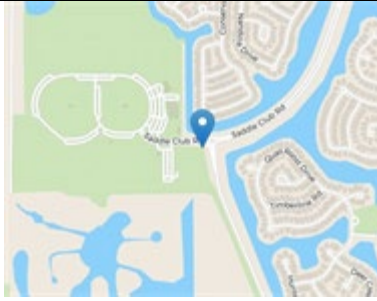




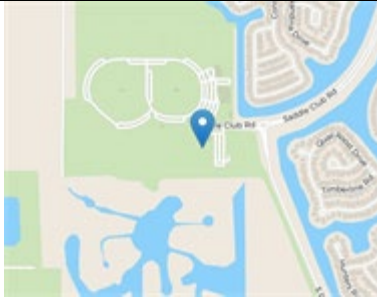

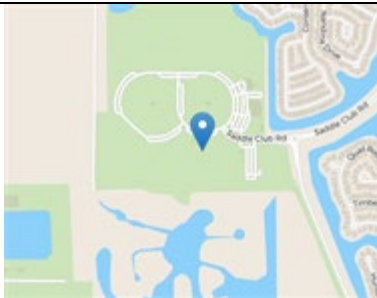

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

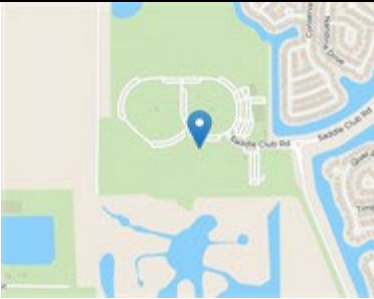

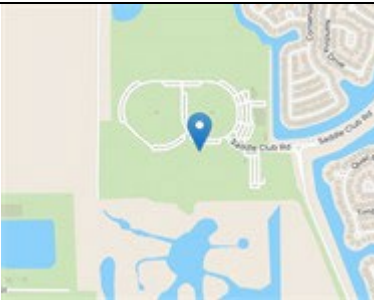



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

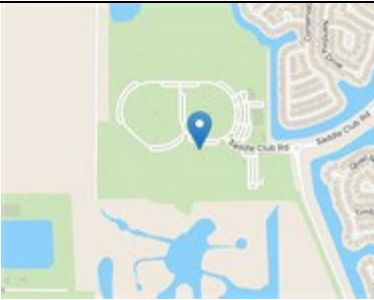

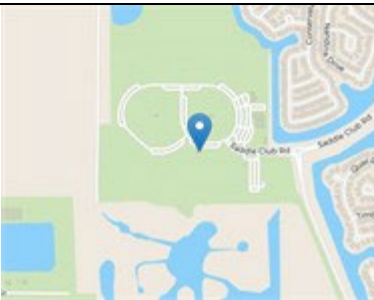

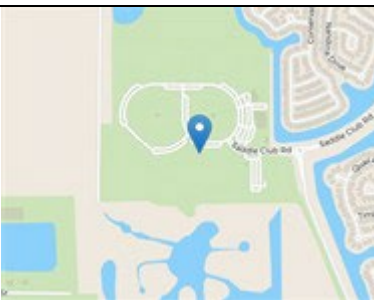



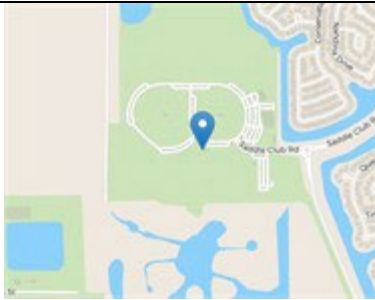

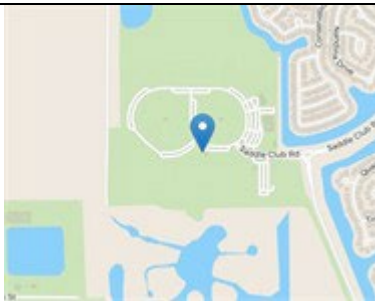

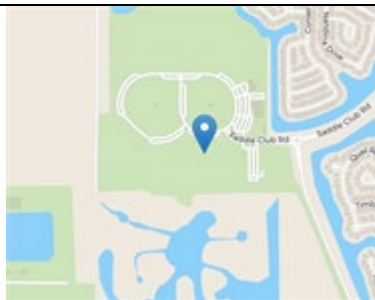
<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

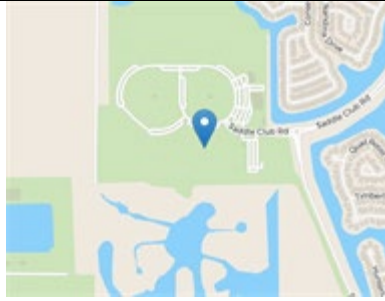

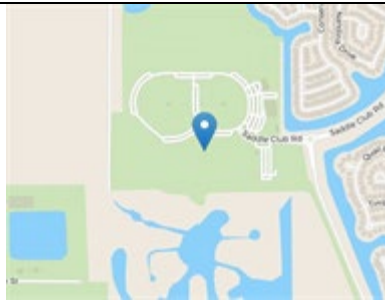

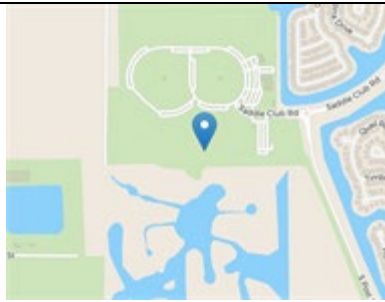
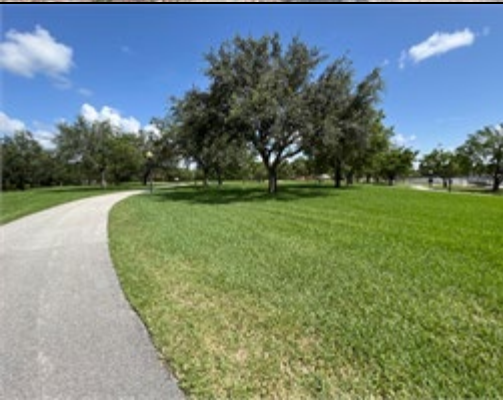
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

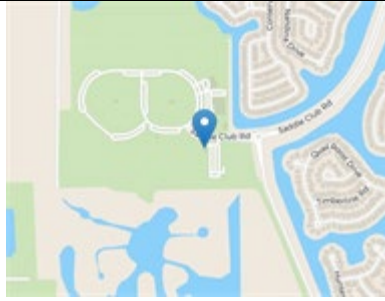

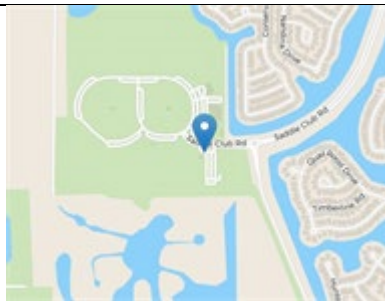





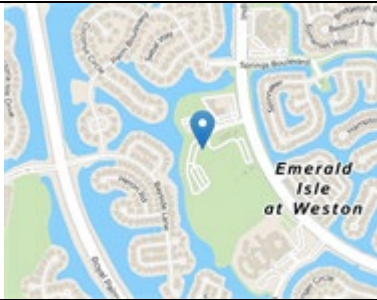

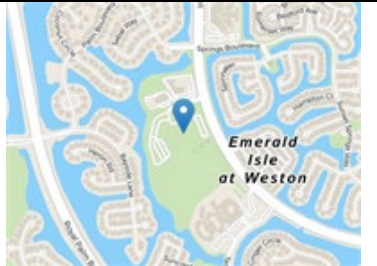



<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

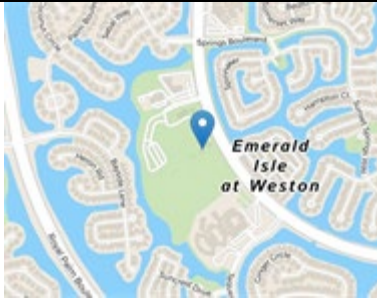

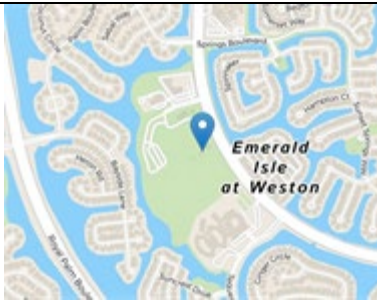



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			








<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



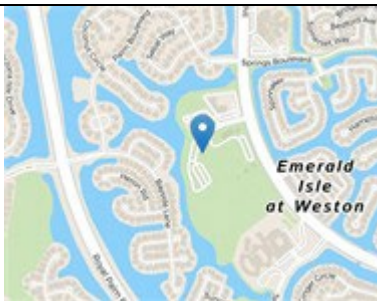



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			




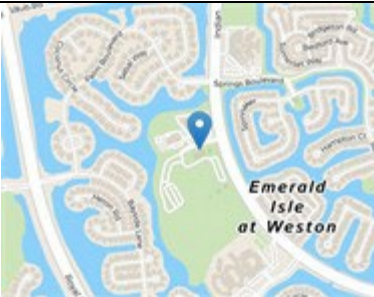



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	

<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

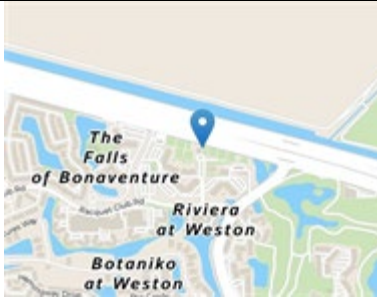

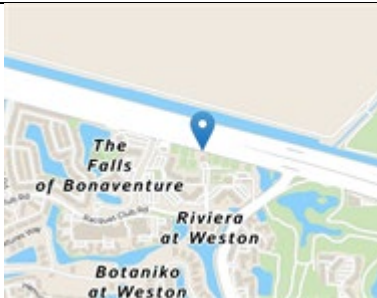




<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

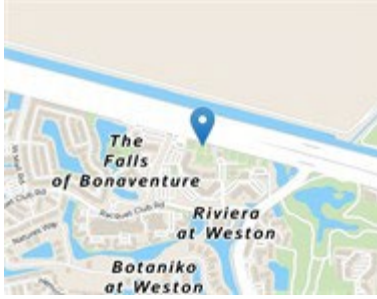

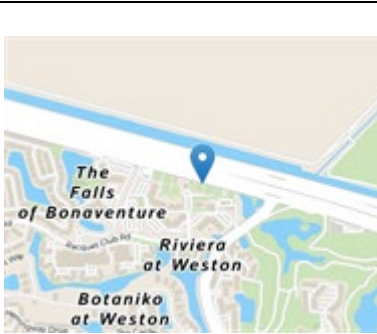

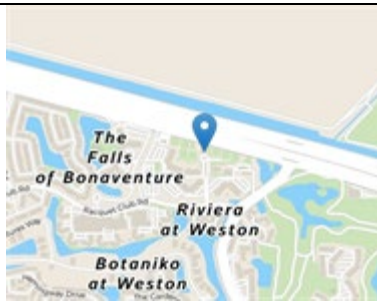
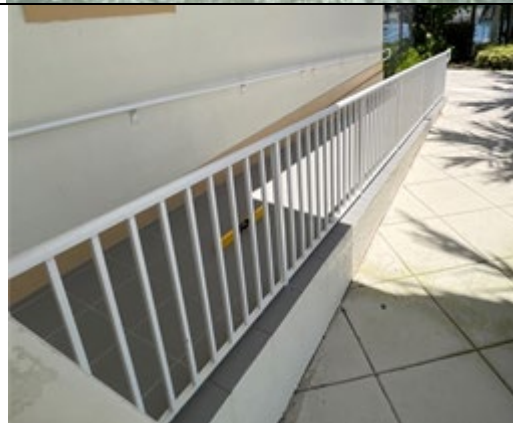
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	




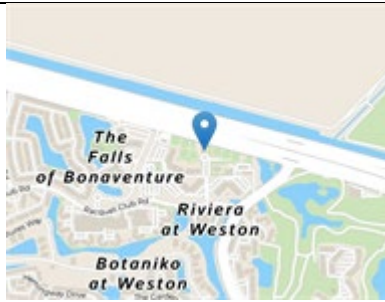



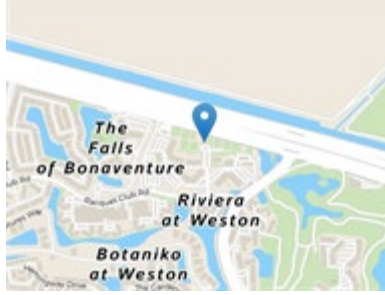

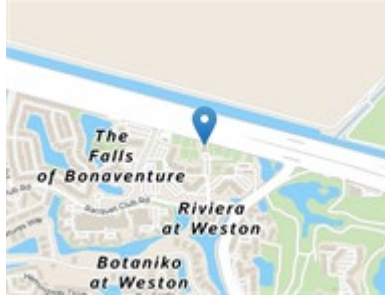

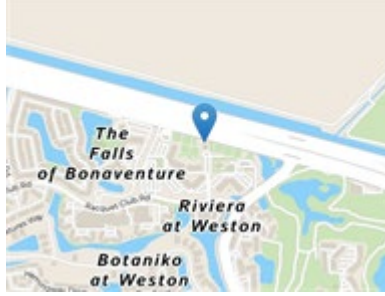

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the







number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.







## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**





## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

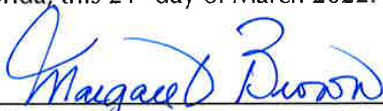
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

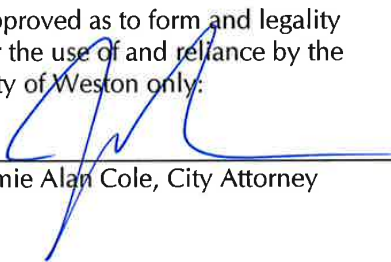
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

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**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14





CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:







## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.







5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.







- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.





## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.







- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.





- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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**SECTION 8 – SPECIAL CONDITIONS**

None.

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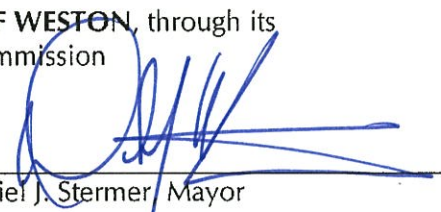




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission

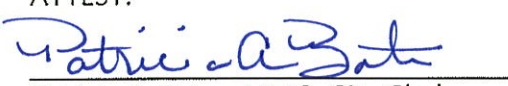
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

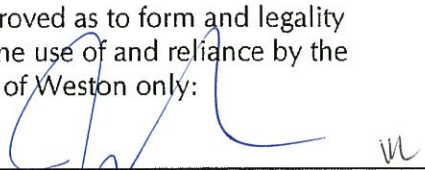
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																									
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____																									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____																									
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 10%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER				E.L. EACH ACCIDENT				\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																													
	E.L. EACH ACCIDENT				\$ 1,000,000																											
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																											
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.







**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

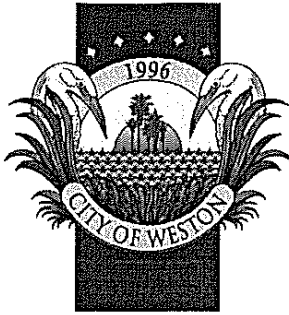
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

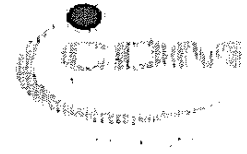
John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>





November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls







**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or







**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general







liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8





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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

FTL:754504:8







(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the





provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.





(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.





(g) **Consultation.** If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) **Tenant Property.** Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) **Liens.** Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) **Required Governmental Permits and Approvals.** Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.





**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms





acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General





Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) Continued Obligations. Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) Removal of Debris. If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) Minor Damage. If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) Major Damage to or Destruction of the Premises. If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the





condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any





sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent





and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant’s interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as





compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.





(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the





Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the





Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

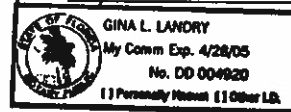
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L Landry  
NOTARY PUBLIC  
Print Name: Gina L Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8





**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and



WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this





Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the





property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its  
City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by  
Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

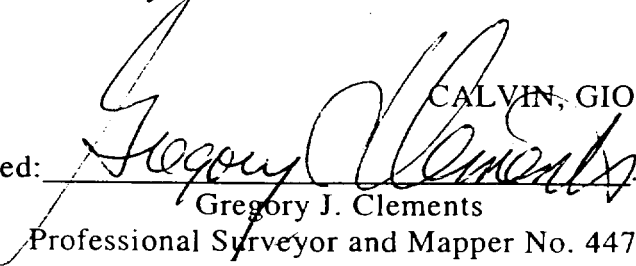
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

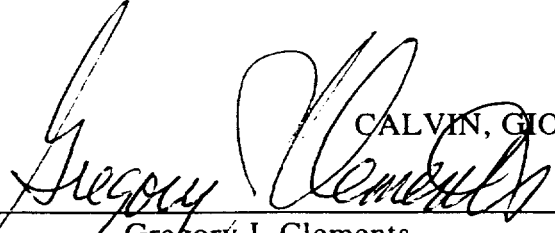
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



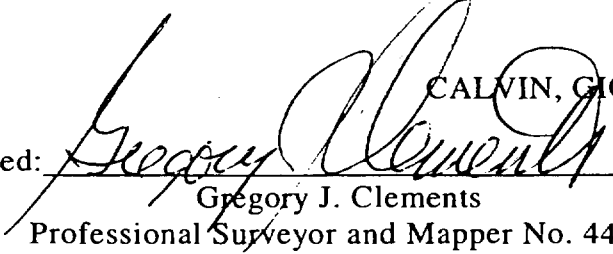
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

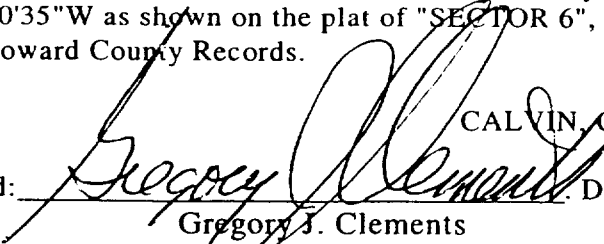
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





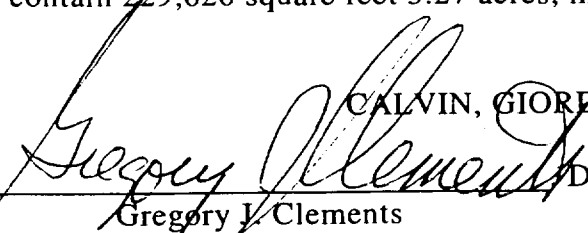
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

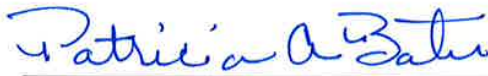
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

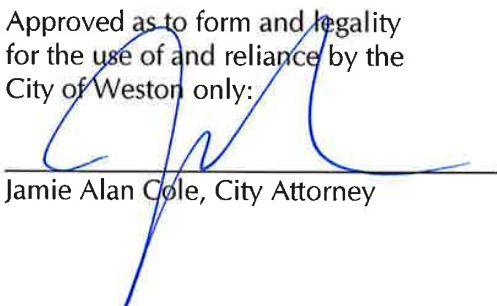
  
 Margaret Brown, Mayor

ATTEST:



Patricia A. Bates, City Clerk

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

  
 Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*





**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as **Exhibit "A"** is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months





The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.





### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A|

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.







**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

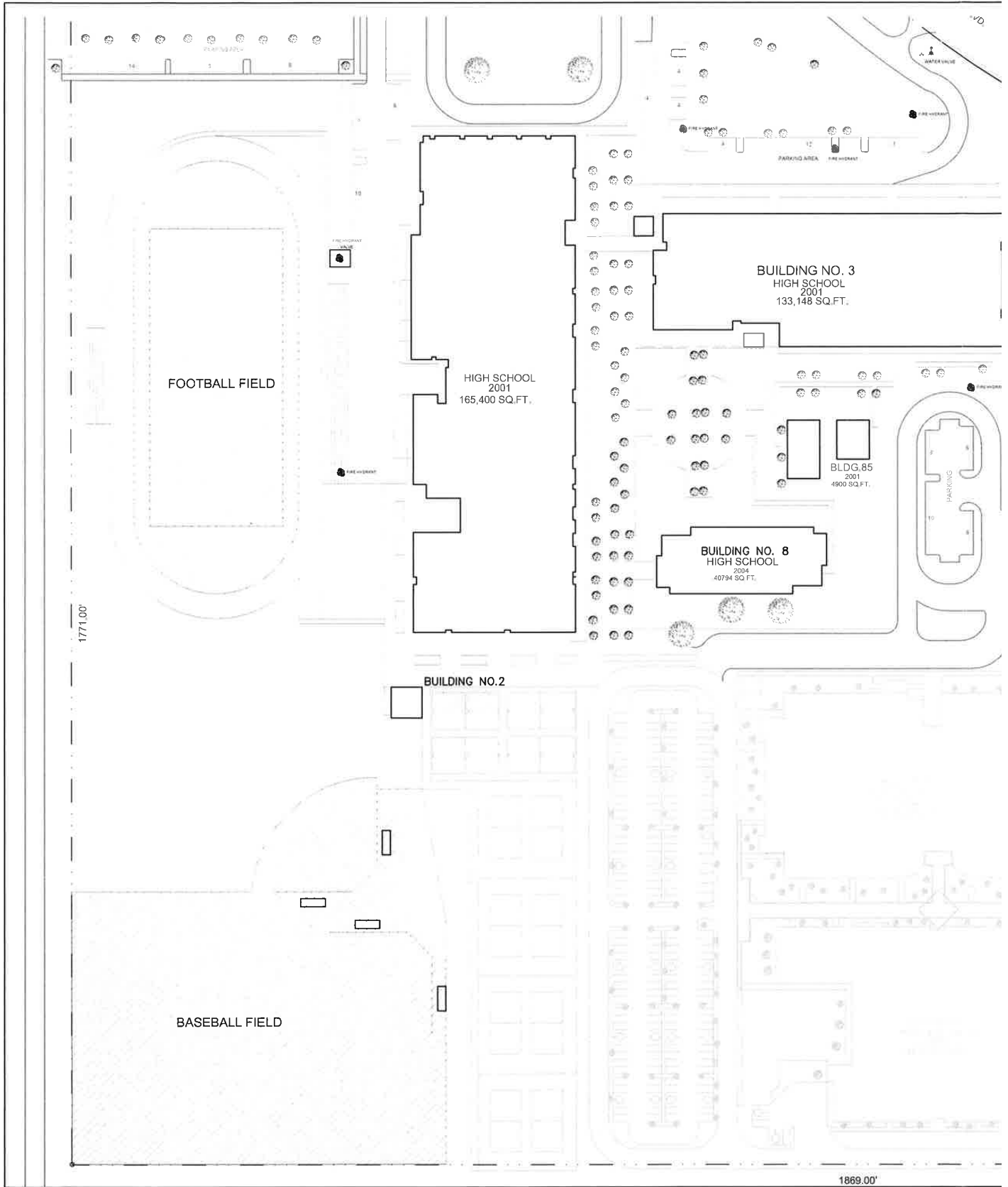
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

(CITY SEAL)

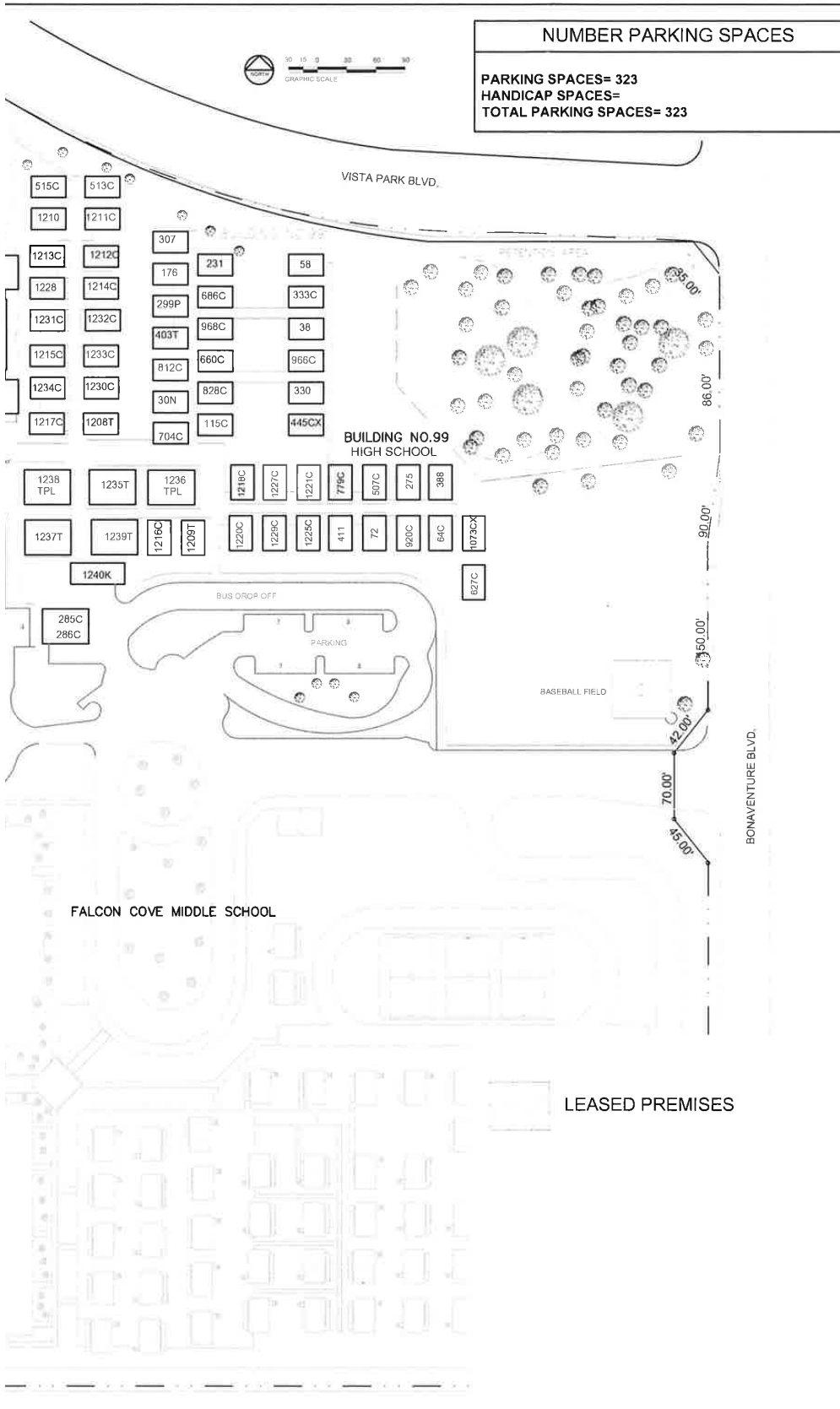








"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M. A. B.	10/11/07 - 10/11/07
2	10/11/07	M. A. B.	10/11/07 - 10/11/07
3	10/11/07	M. A. B.	10/11/07 - 10/11/07
4	10/11/07	M. A. B.	10/11/07 - 10/11/07
5	10/11/07	M. A. B.	10/11/07 - 10/11/07
6	10/11/07	M. A. B.	10/11/07 - 10/11/07
7	10/11/07	M. A. B.	10/11/07 - 10/11/07
8	10/11/07	M. A. B.	10/11/07 - 10/11/07
9	10/11/07	M. A. B.	10/11/07 - 10/11/07
10	10/11/07	M. A. B.	10/11/07 - 10/11/07

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve

Disapprove

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey





# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed



# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

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A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,

The top-rated program is youth sports,

And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.



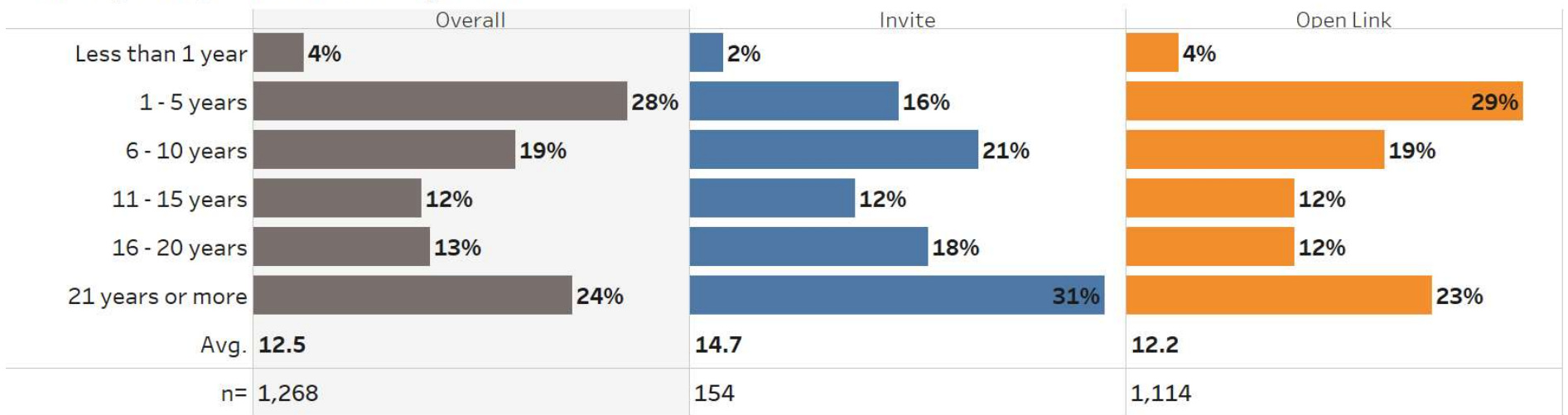
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



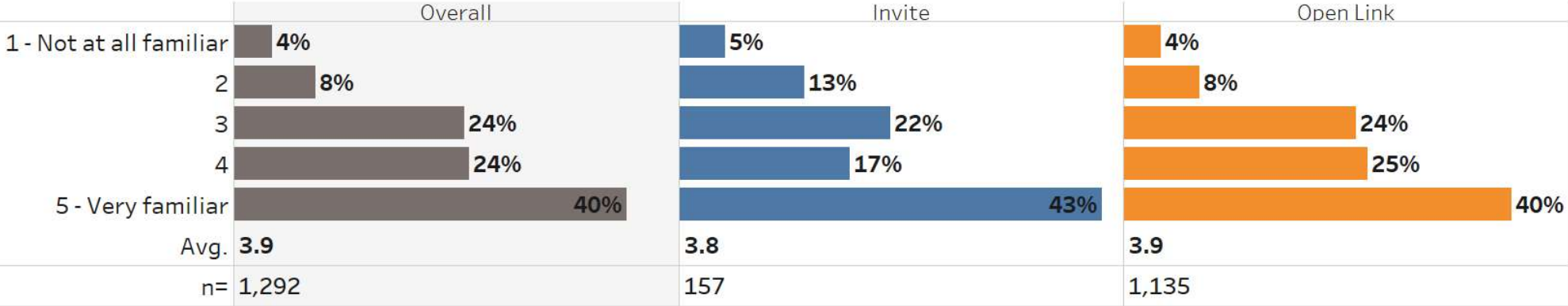
**LEGEND**

- City of Weston Boundary
- Area A      Area E
- Area B      Area F
- Area C      Area G
- Area D
- City Parks
- 1. Bonaventure Park      9. Peace Mound Park
- 2. Country Isles Park    10. Tequesta Trace Park
- 3. Eagle Point Park      11. Town Center Park
- 4. Emerald Estates Park   12. Vista Park
- 5. Gator Run Park        13. Weston Regional Park
- 6. Heron Park             14. Weston Racquet Club
- 7. Indian Trace Park     15. Windmill Ranch Park
- 8. Library Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates



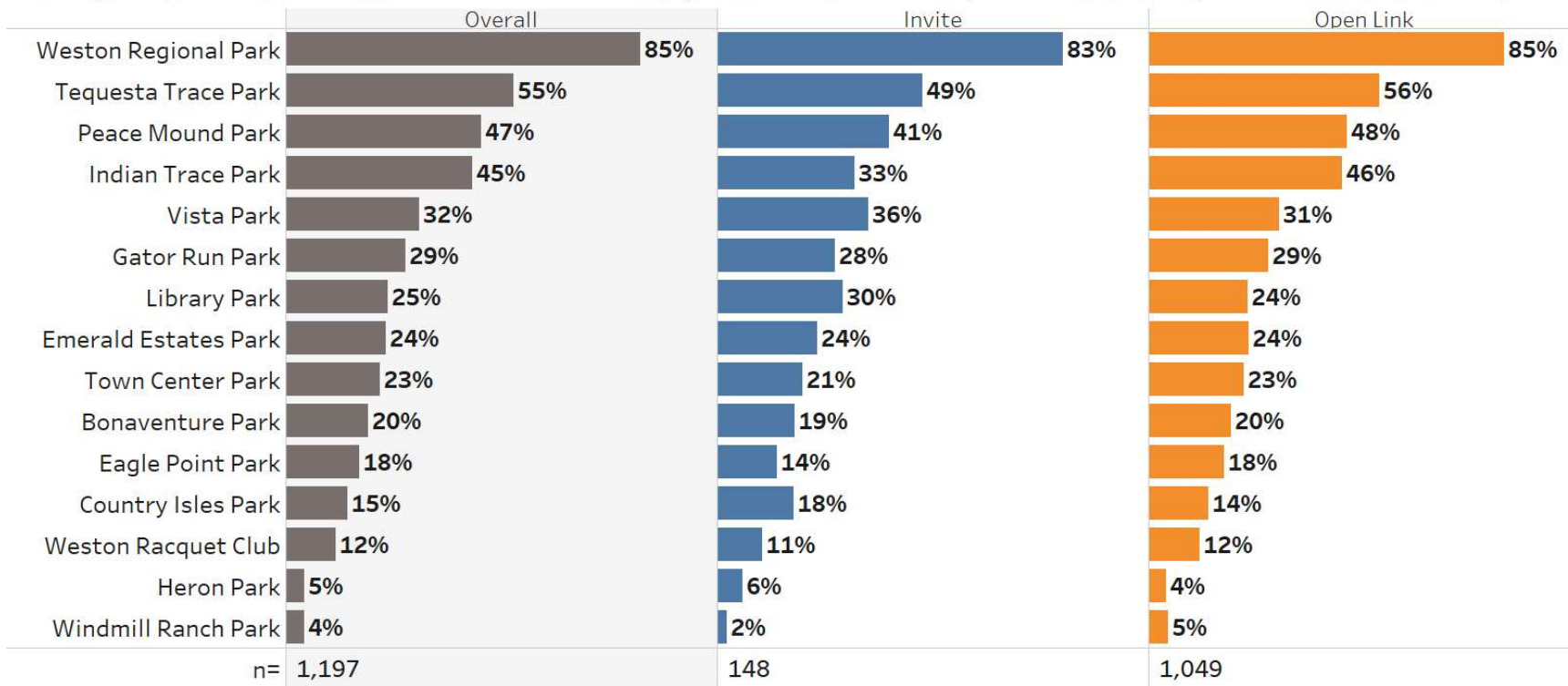
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

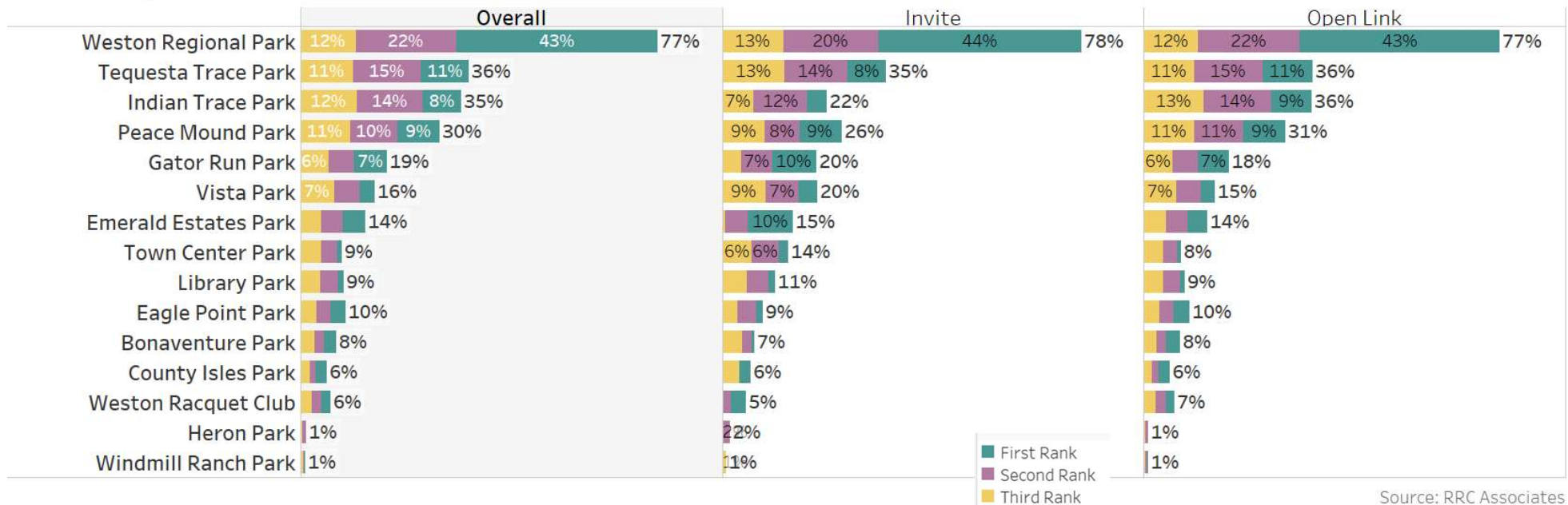


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

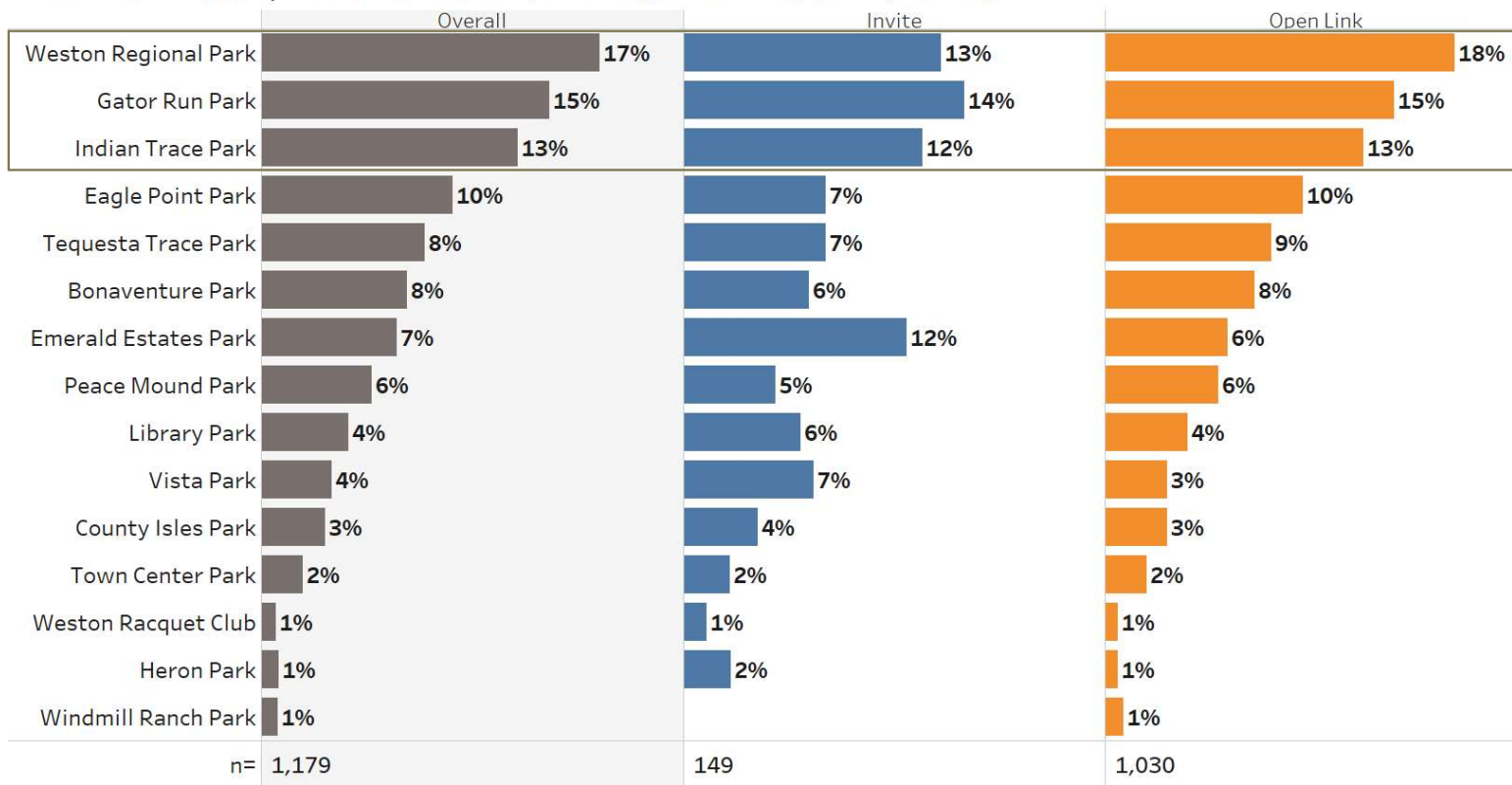


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?



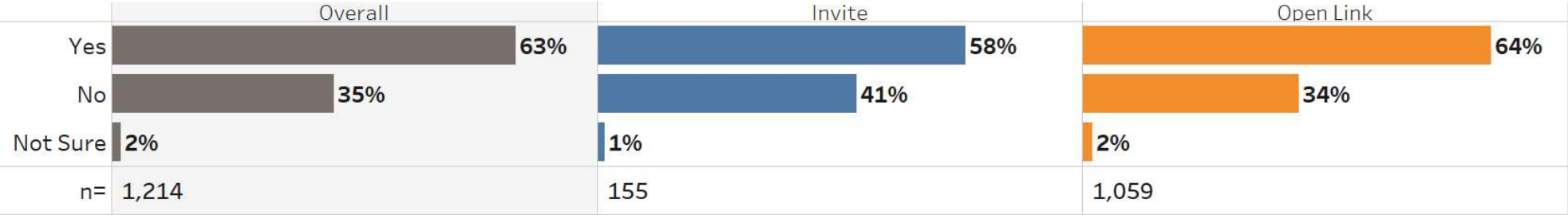
Source: RRC Associates



# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

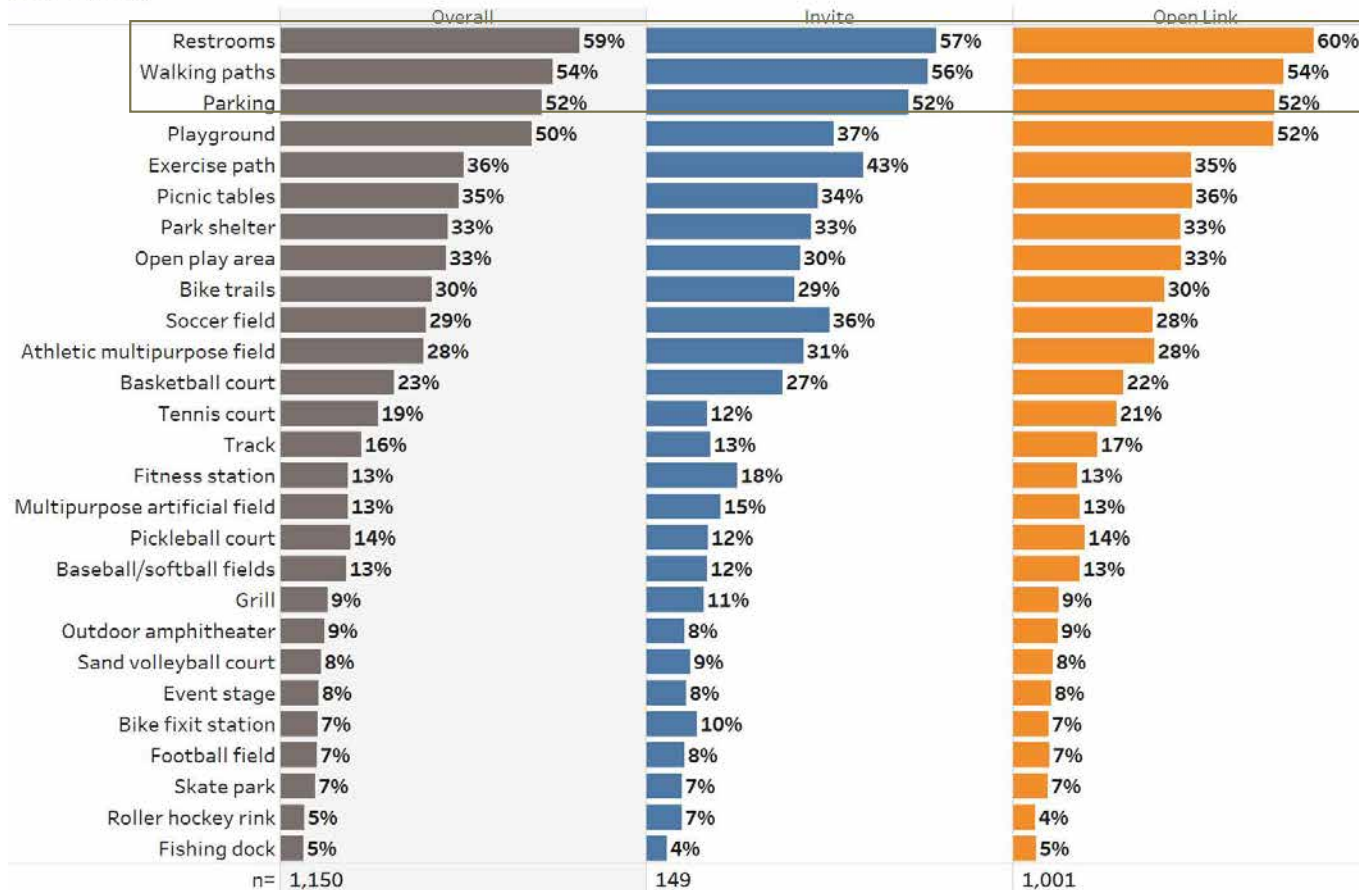
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



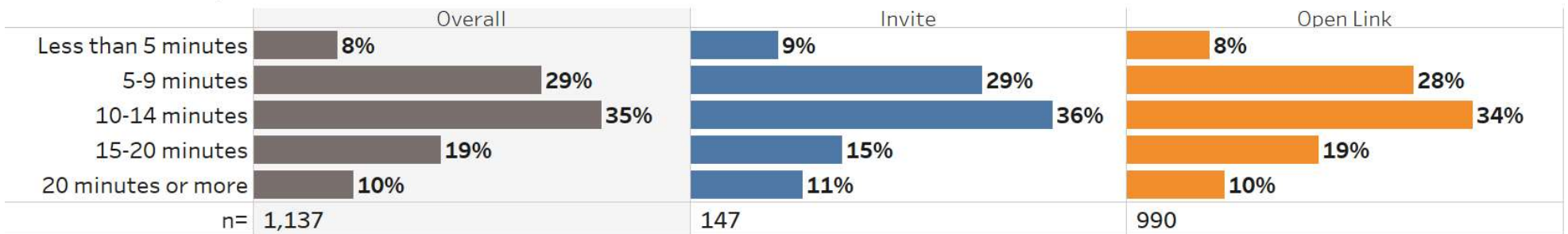
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

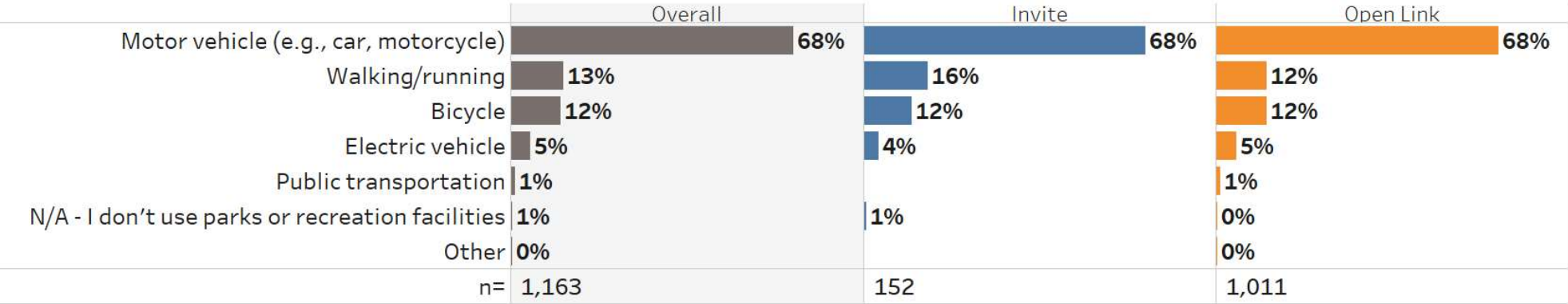
Source: RRC Associates



# Preferred Transportation

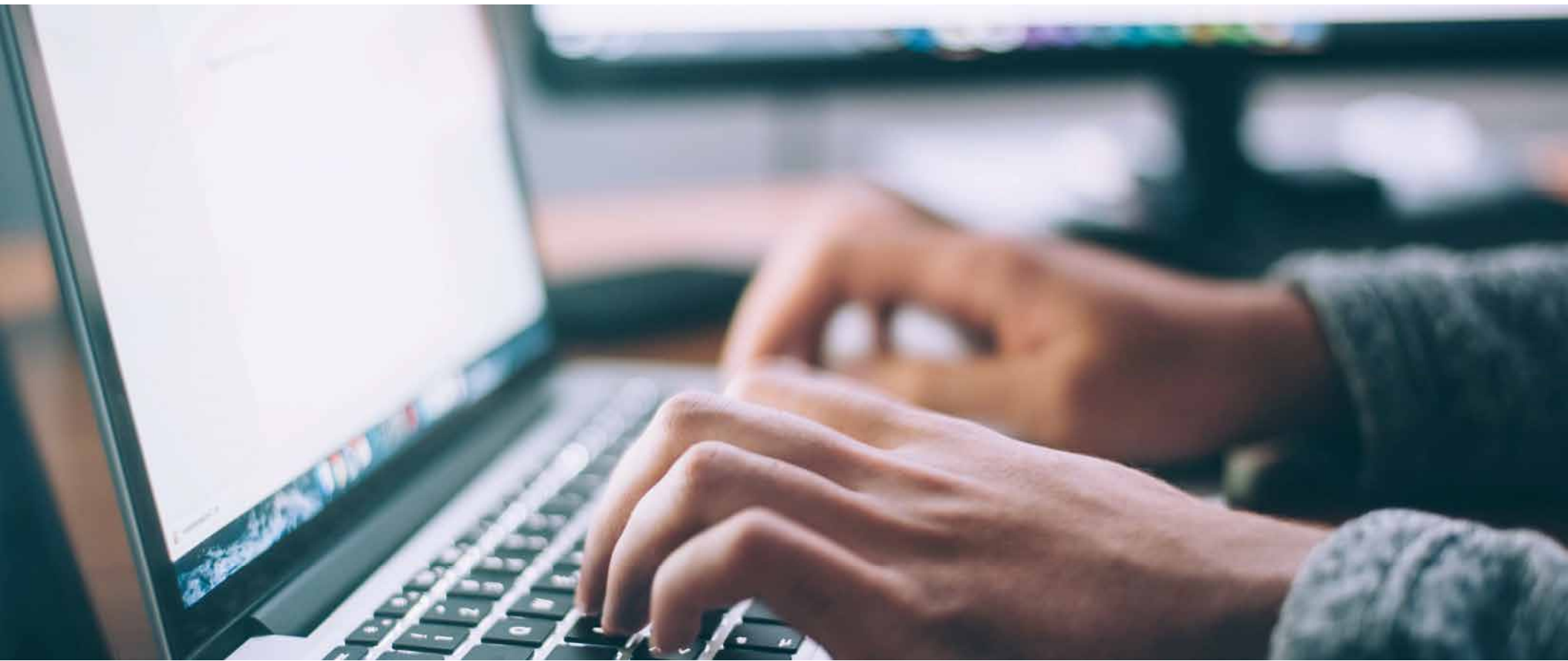
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

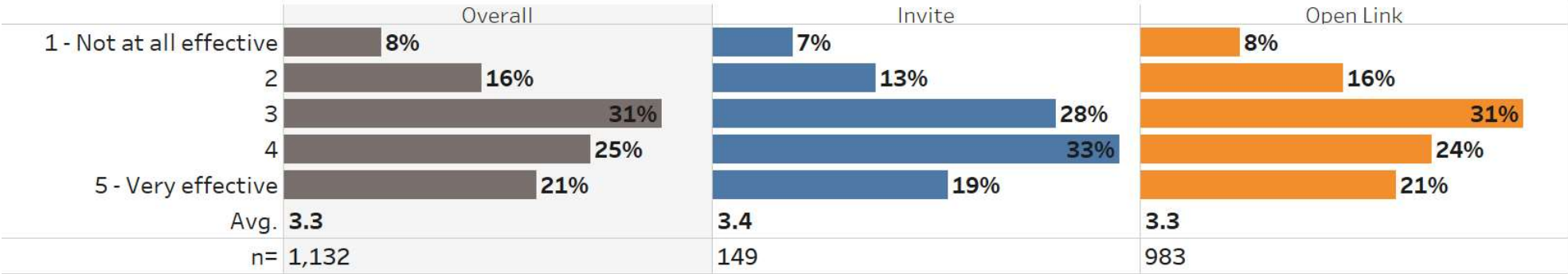
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

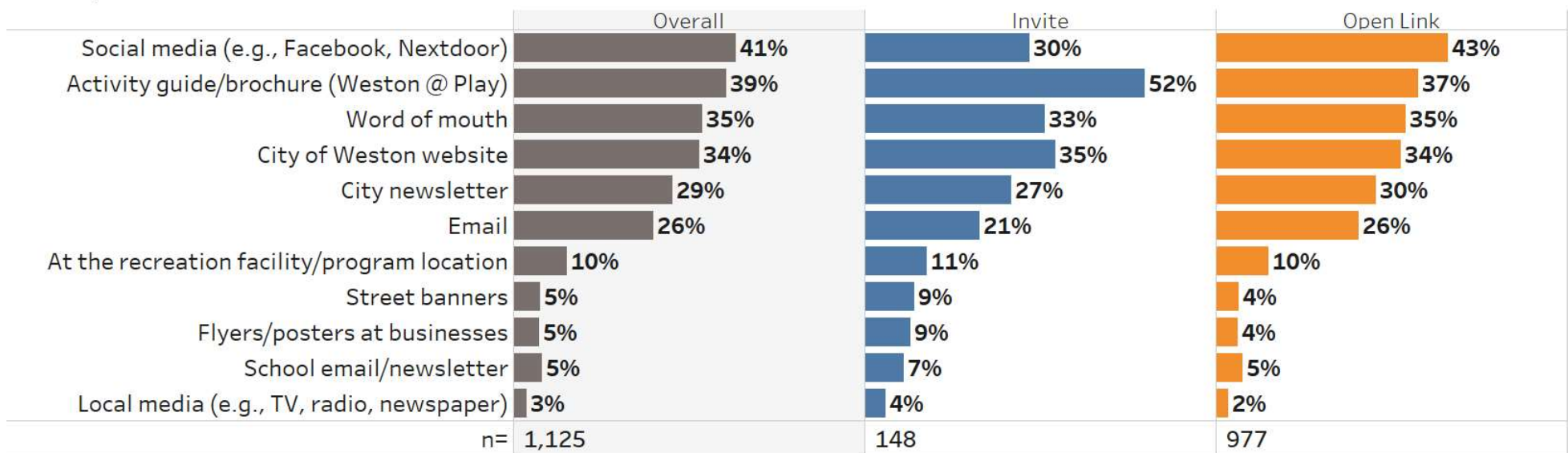


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)



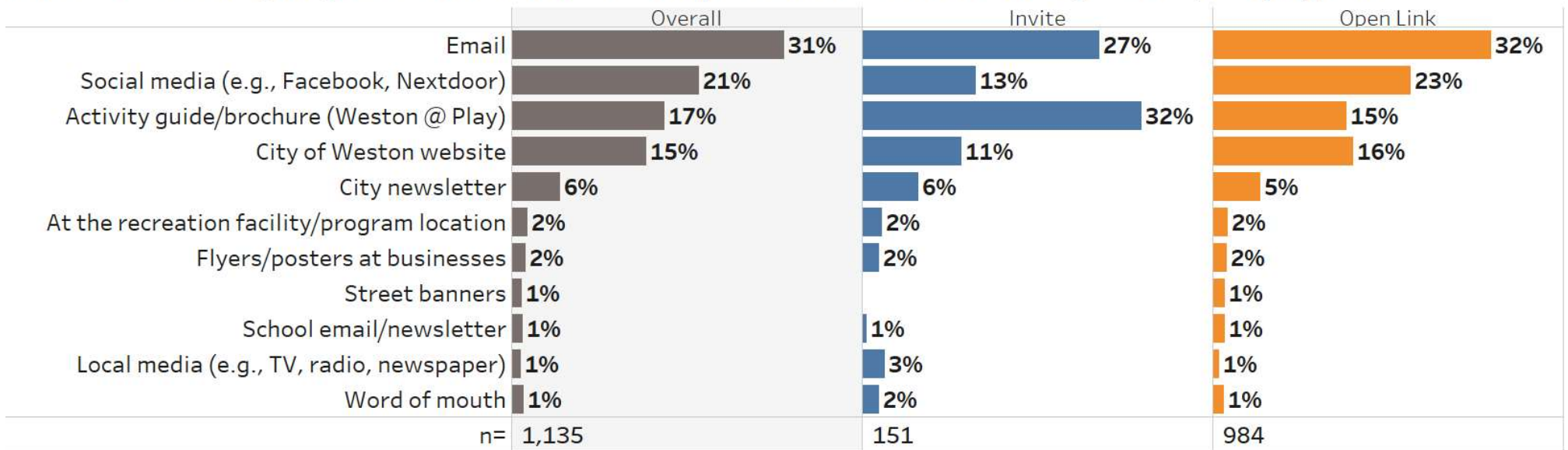
Source: RRC Associates



# Preferred Communication

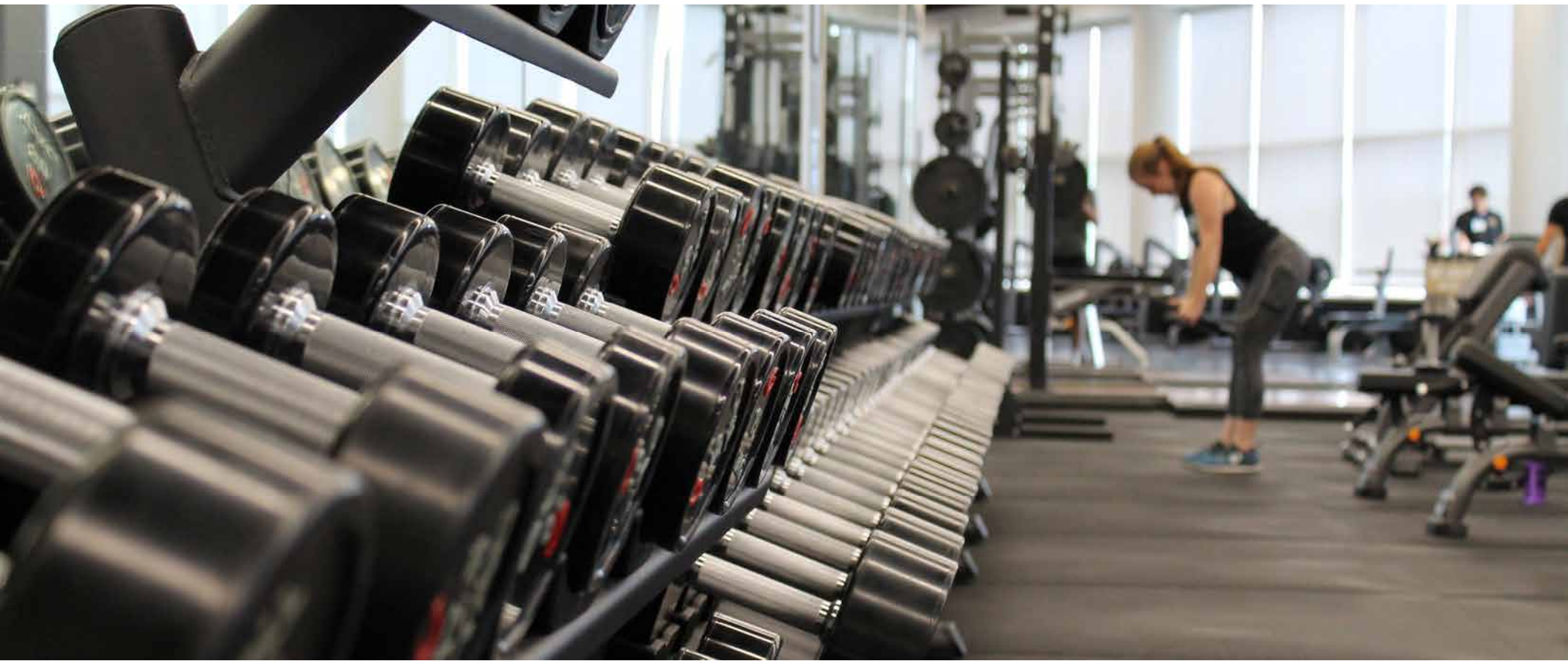
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services

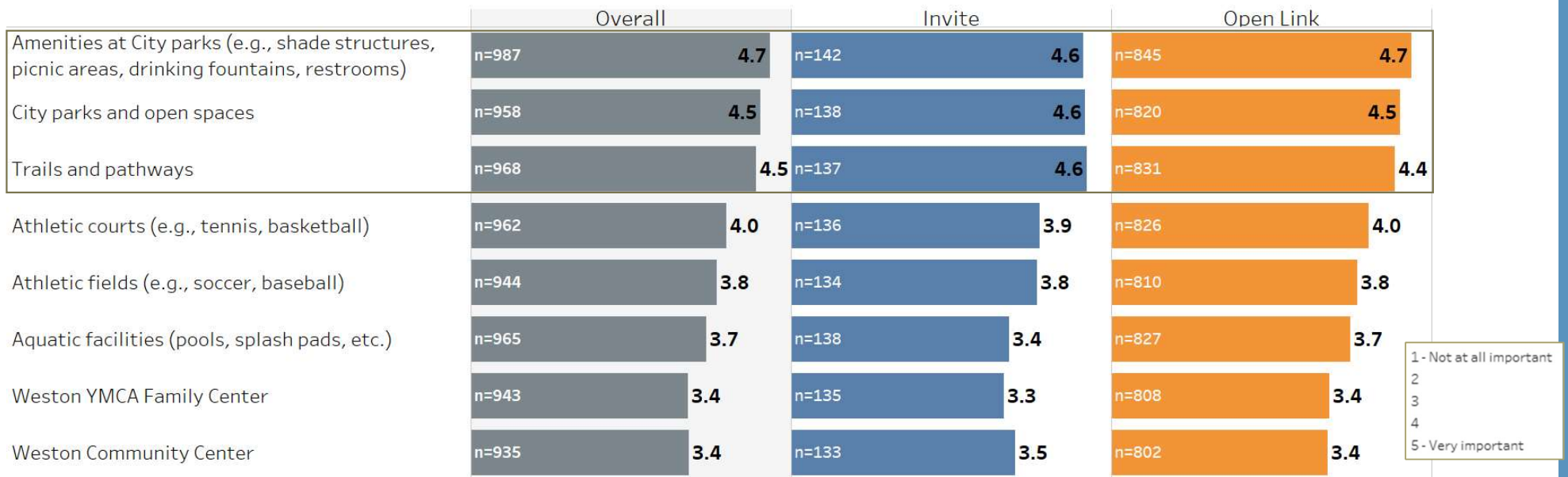


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities



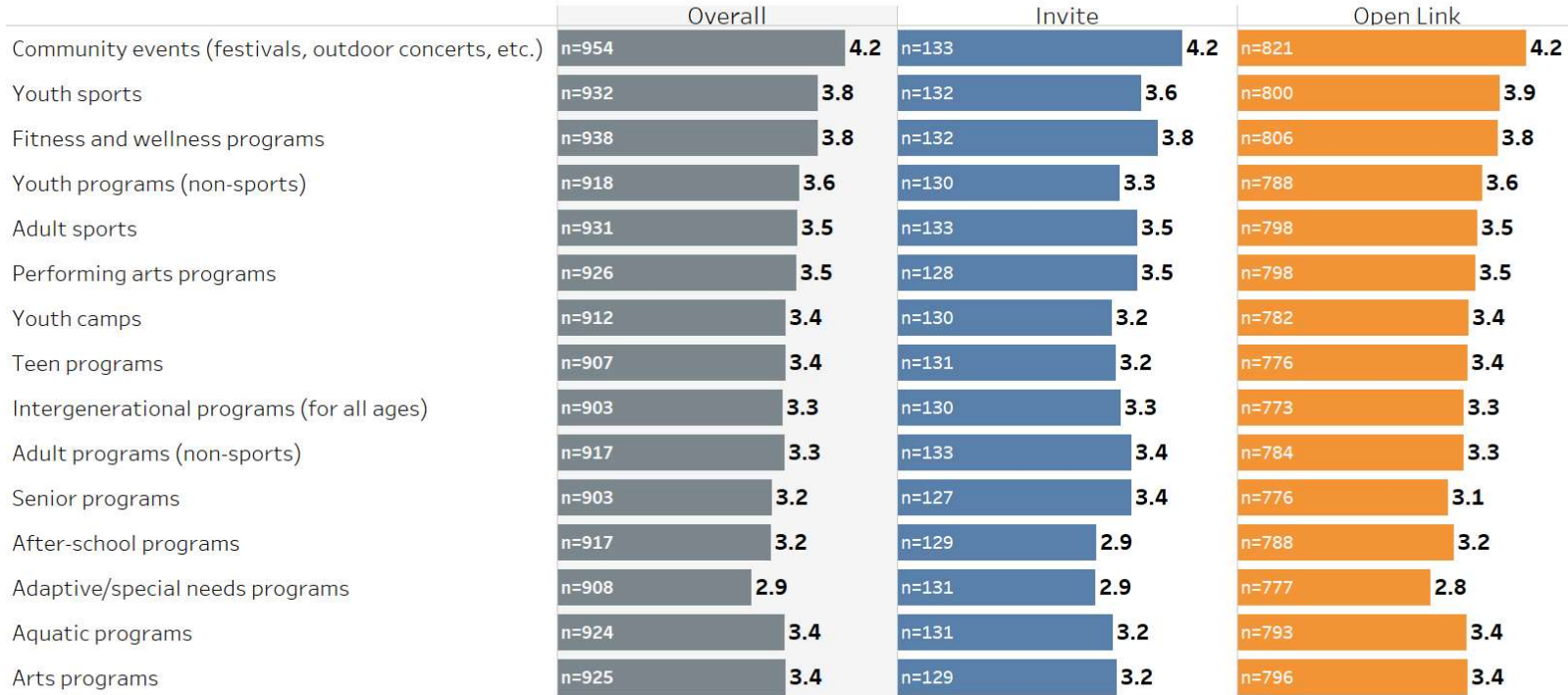
Source: RRC Associates



# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



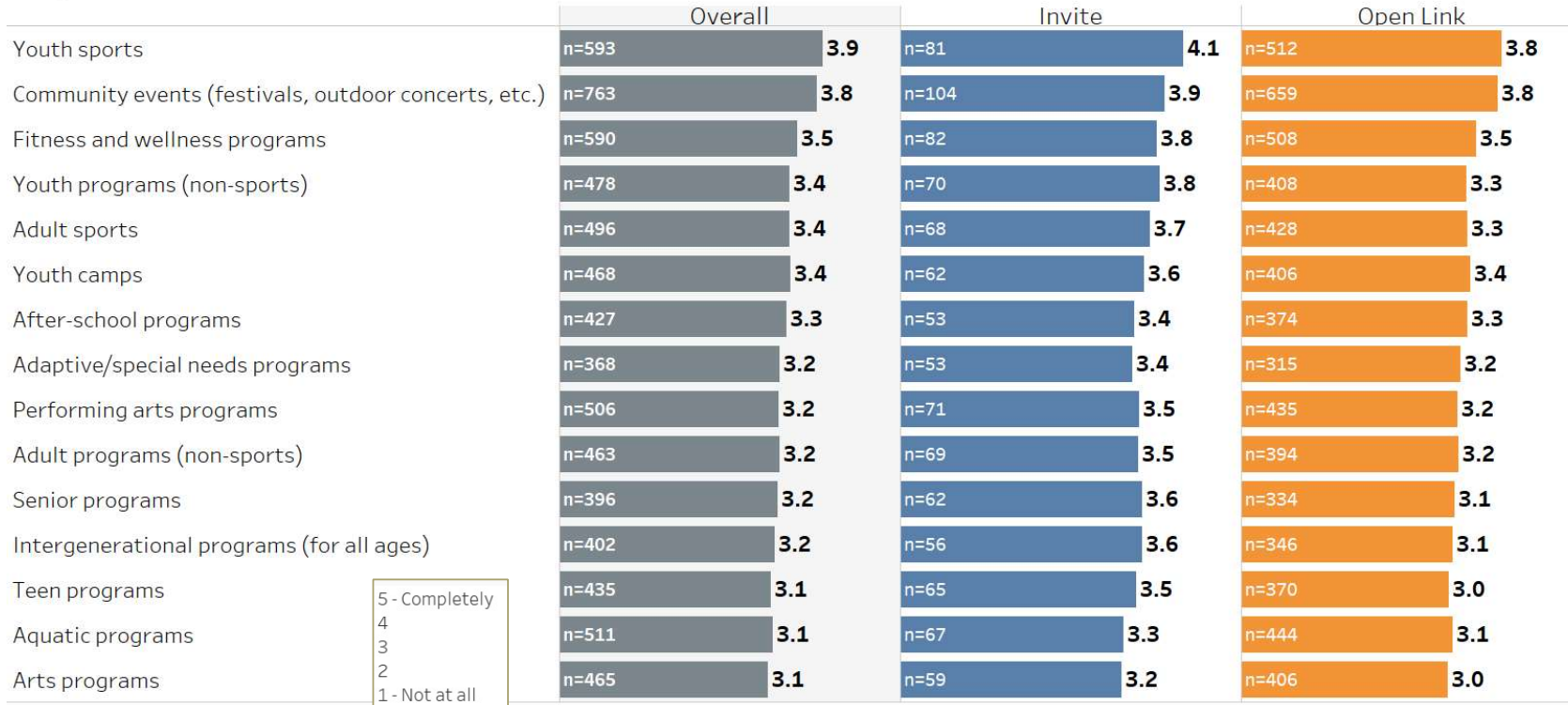
1 - Not at all important  
2  
3  
4  
5 - Very important

\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

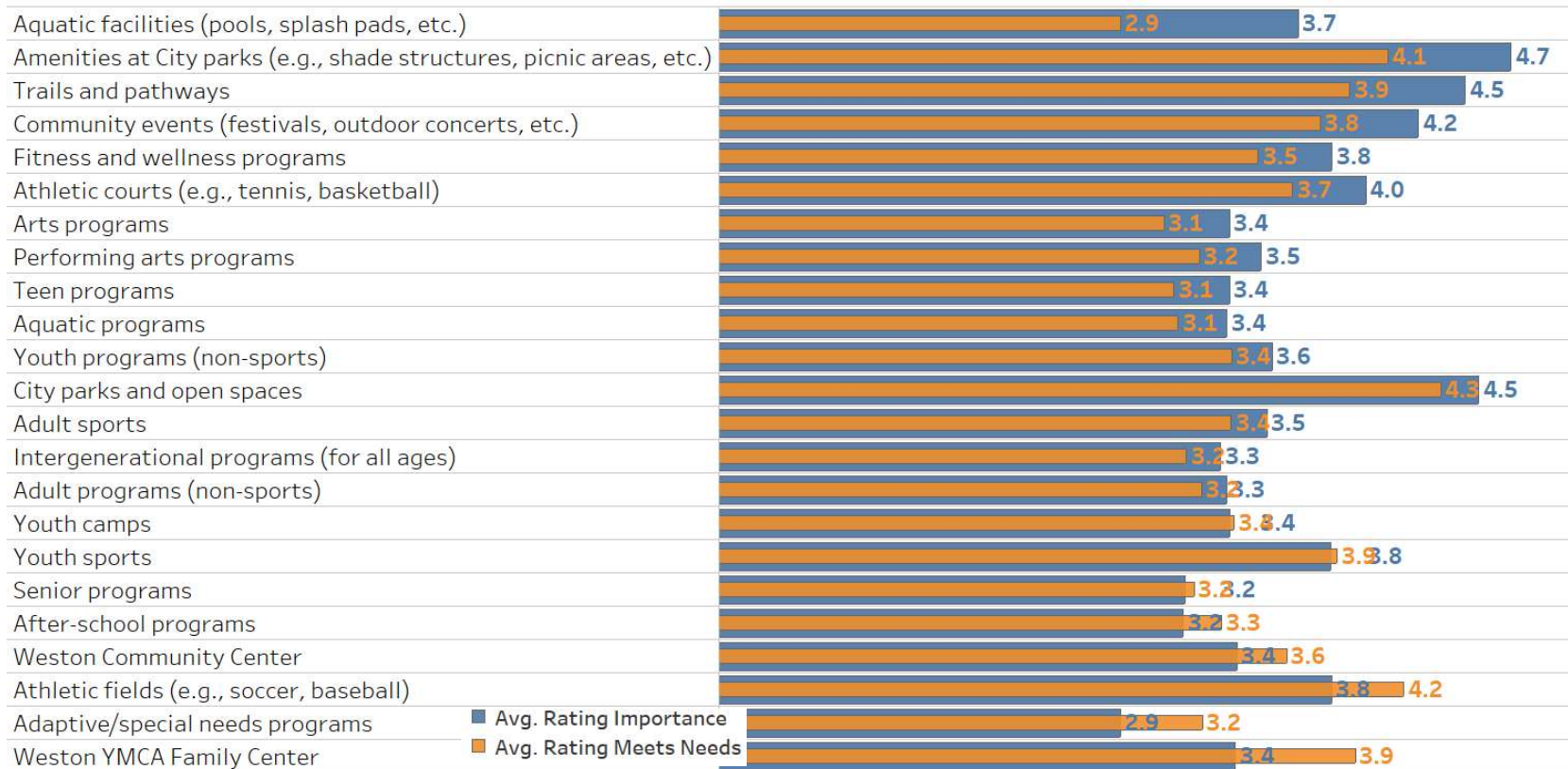
Q 15: How well are the following facilities and services currently meeting the needs of the community?  
Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



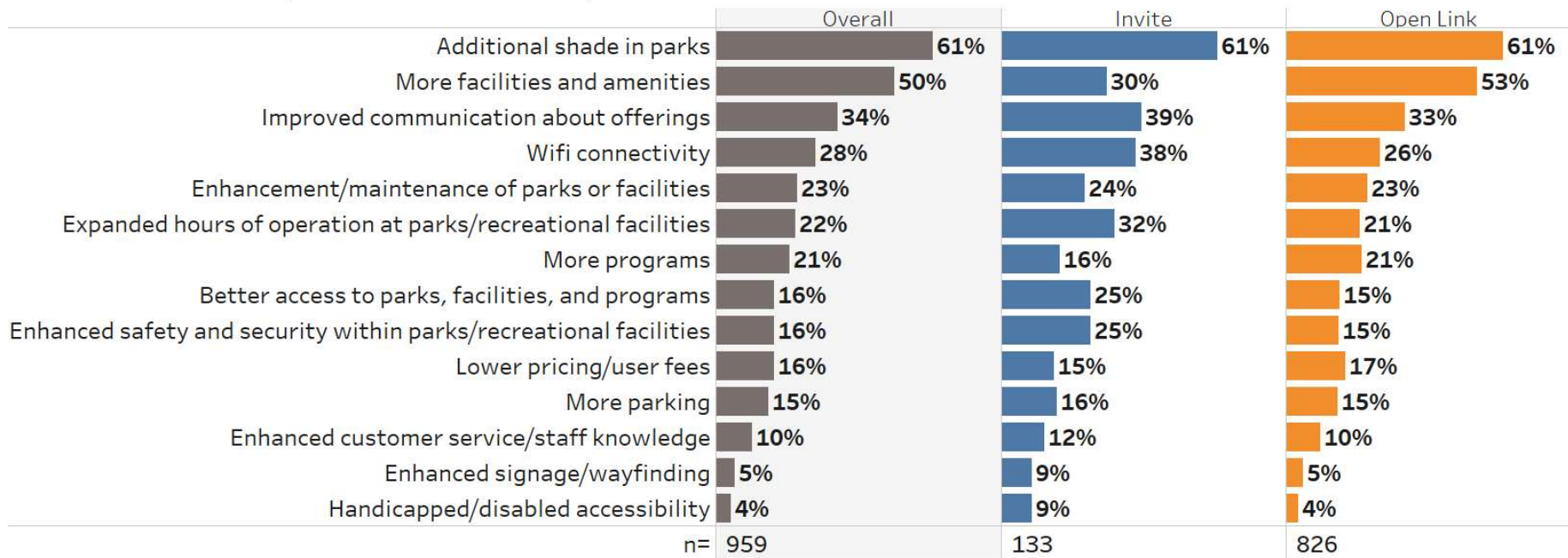
Categories sorted by difference between average importance and average rating.  
Source: RRC Associates



# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

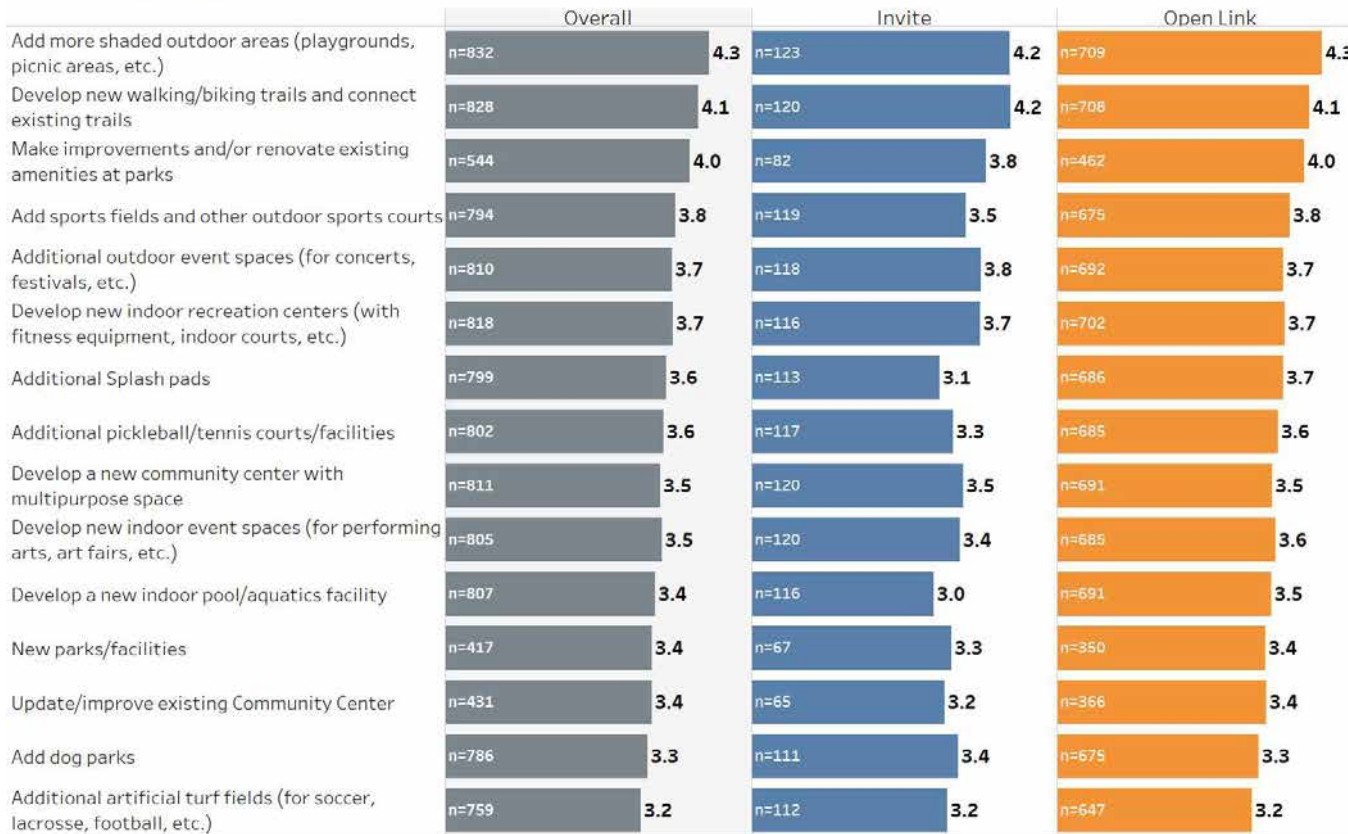
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates



# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

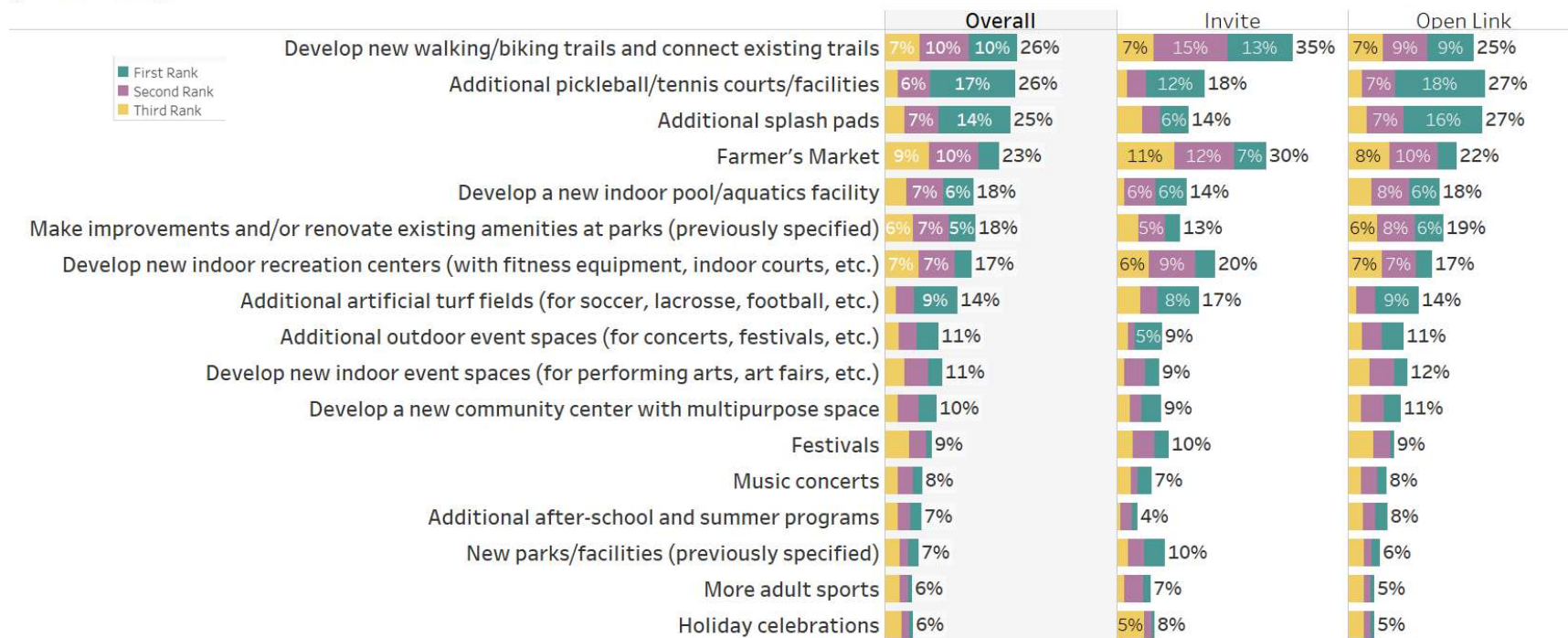
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



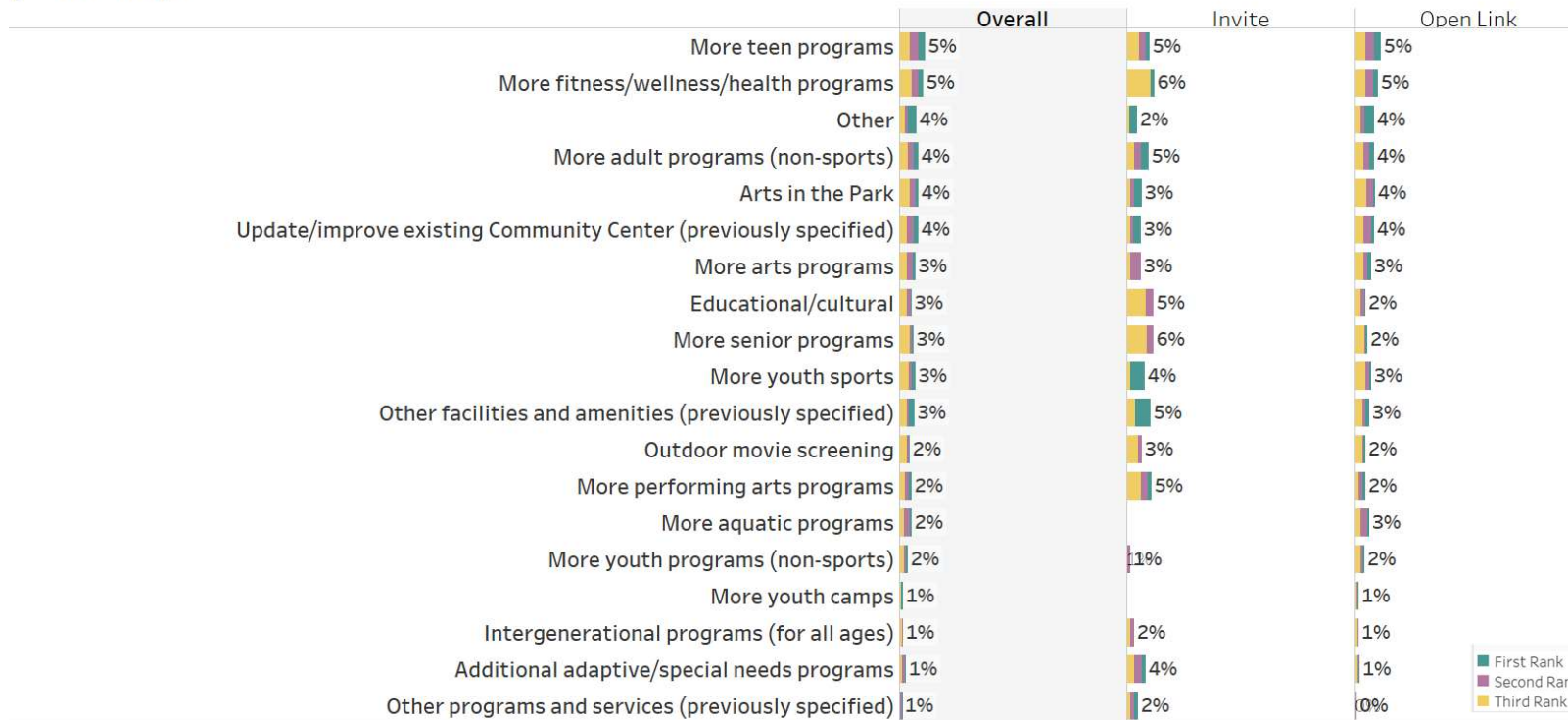
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

# Financial Choices

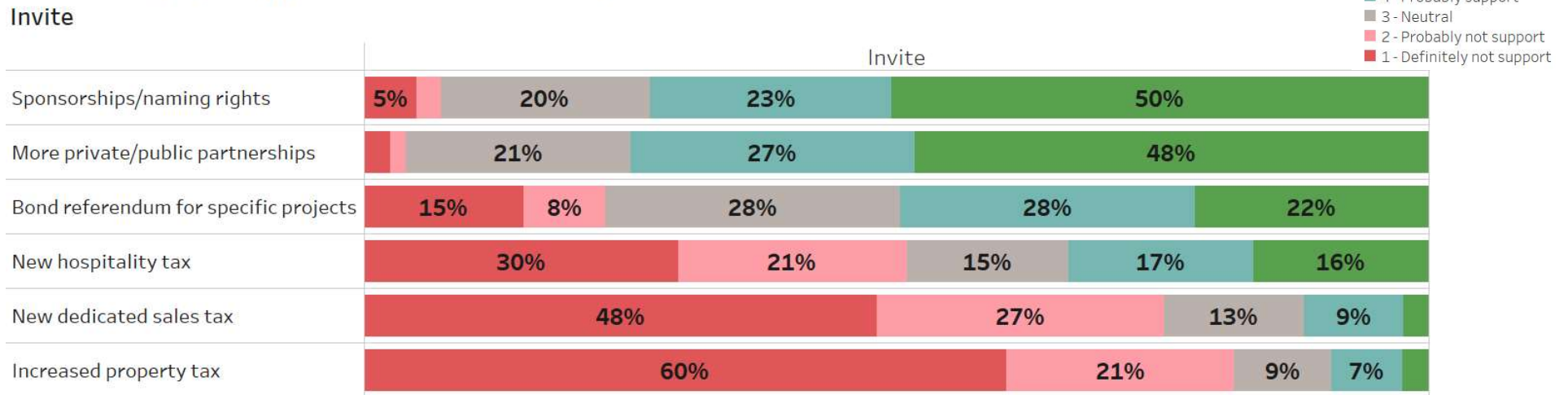




# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

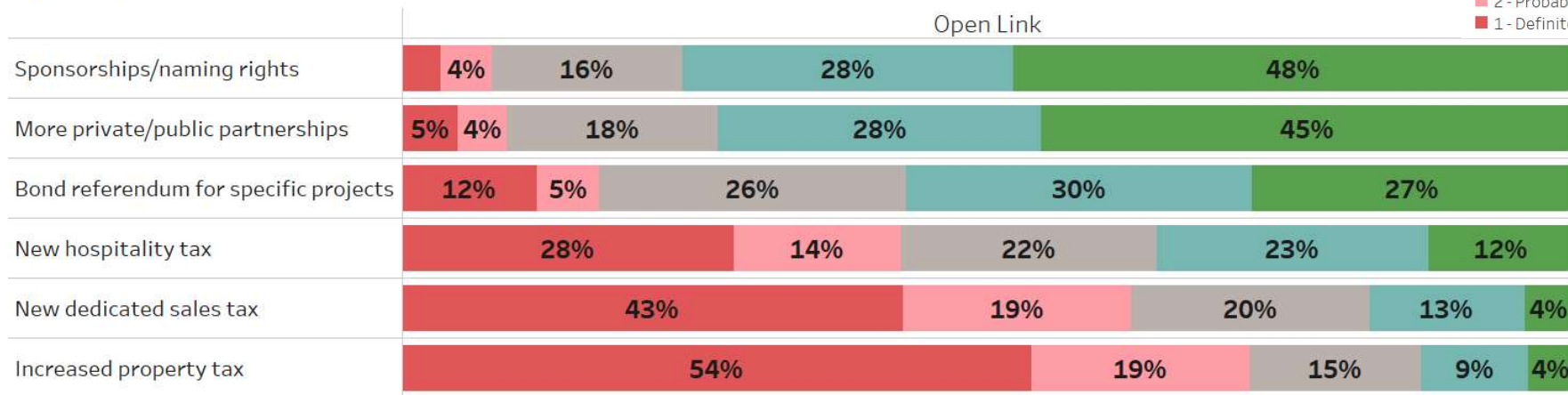
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

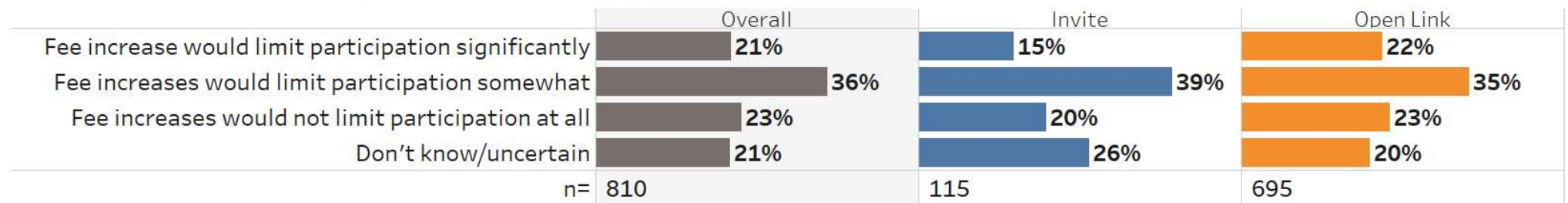


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

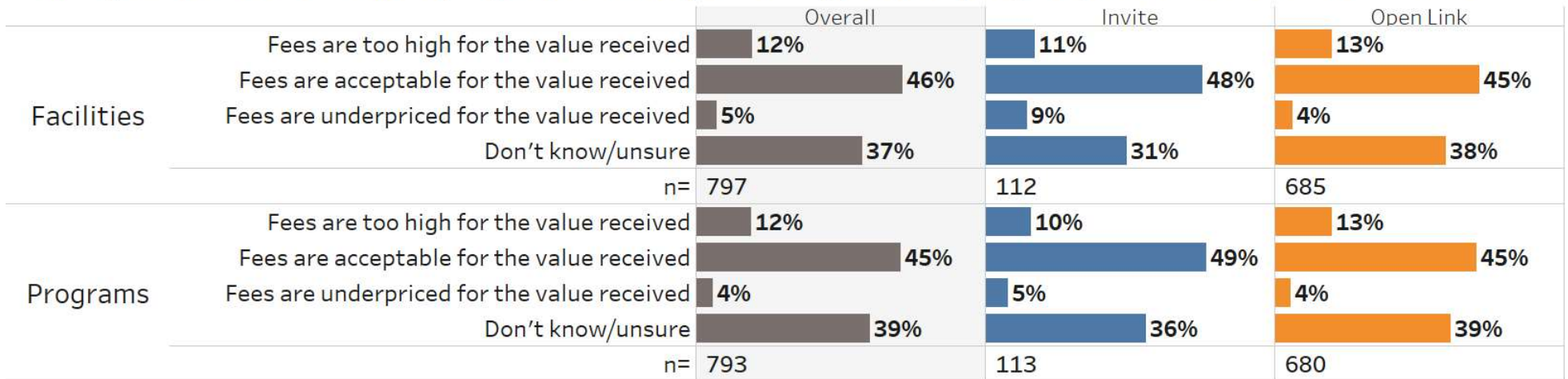


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



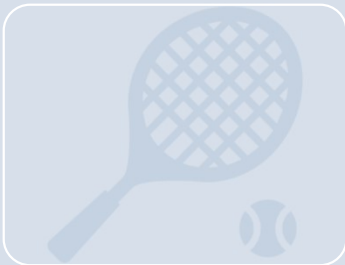
Source: RRC Associates



# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

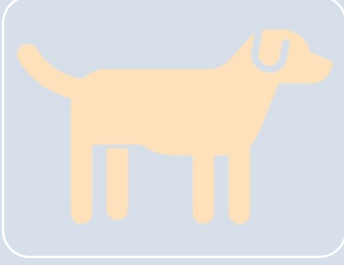
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

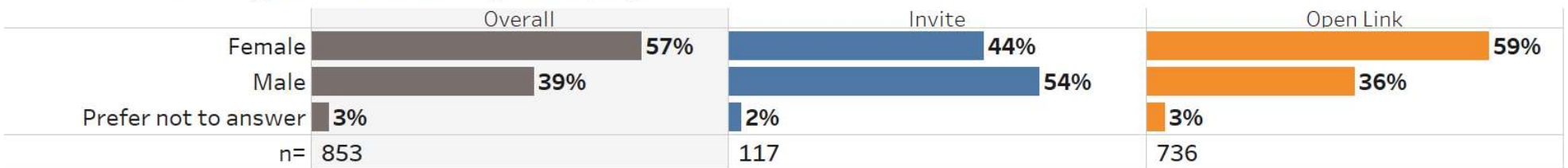
# Demographics



# Gender & Age

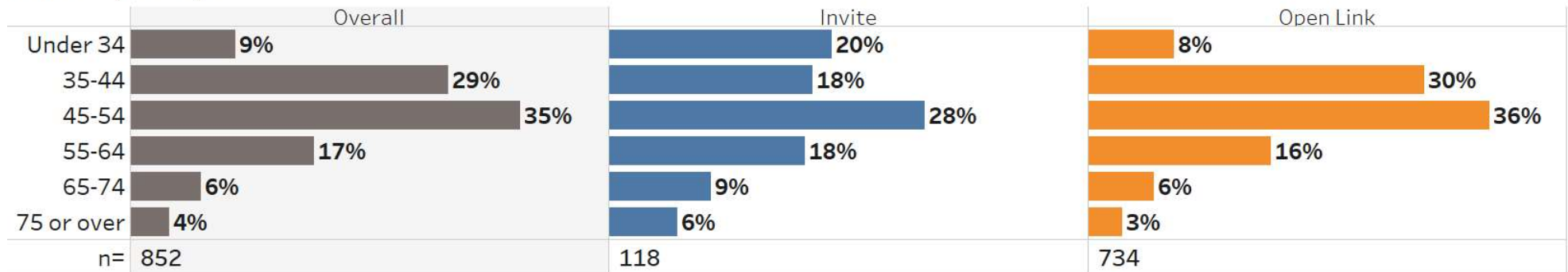
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

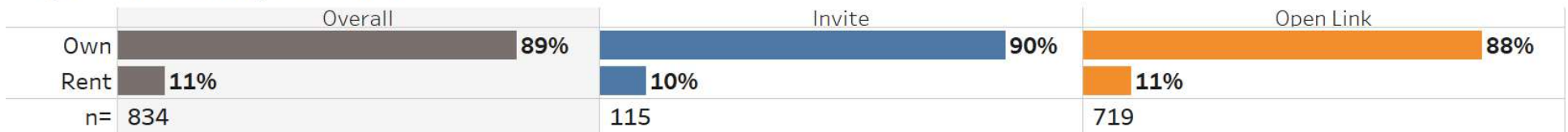
Source: RRC Associates



# Voter Registration Status & Dog Ownership

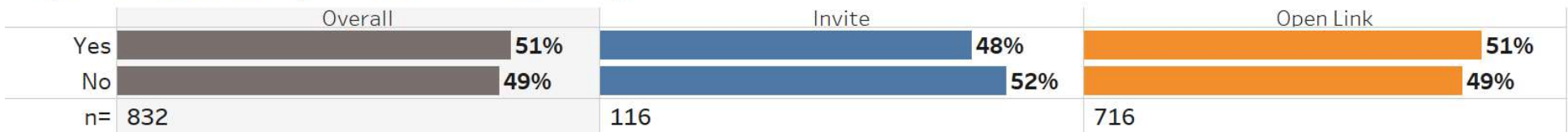
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

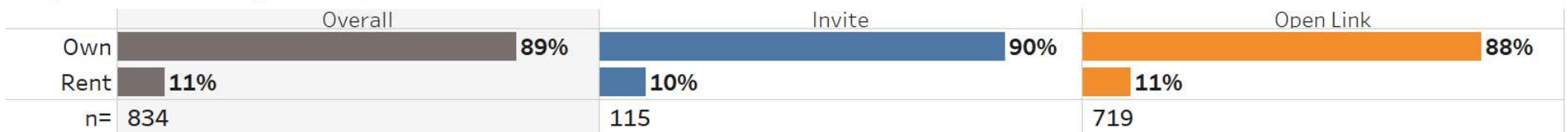


Source: RRC Associates

# Residence Ownership & ADA Needs

Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

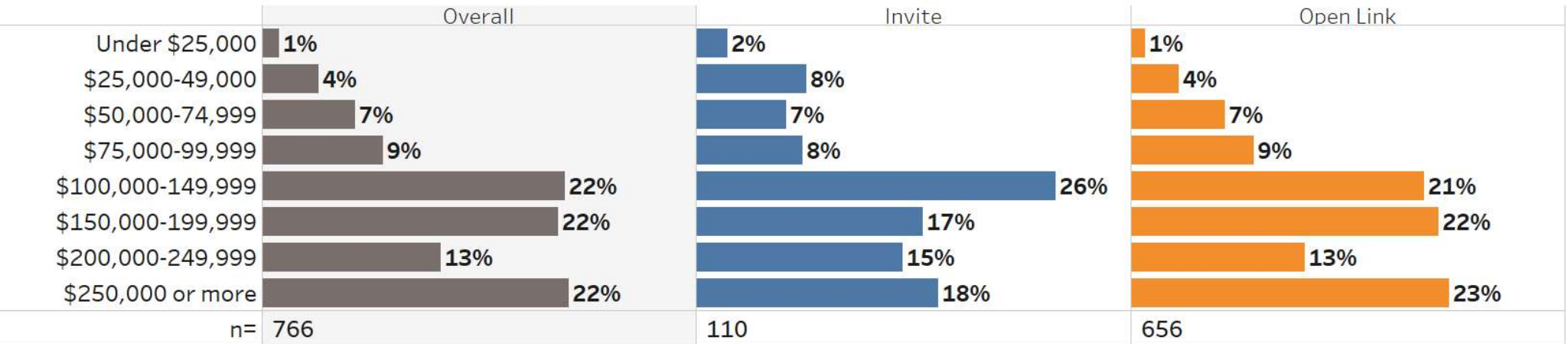
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates





RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

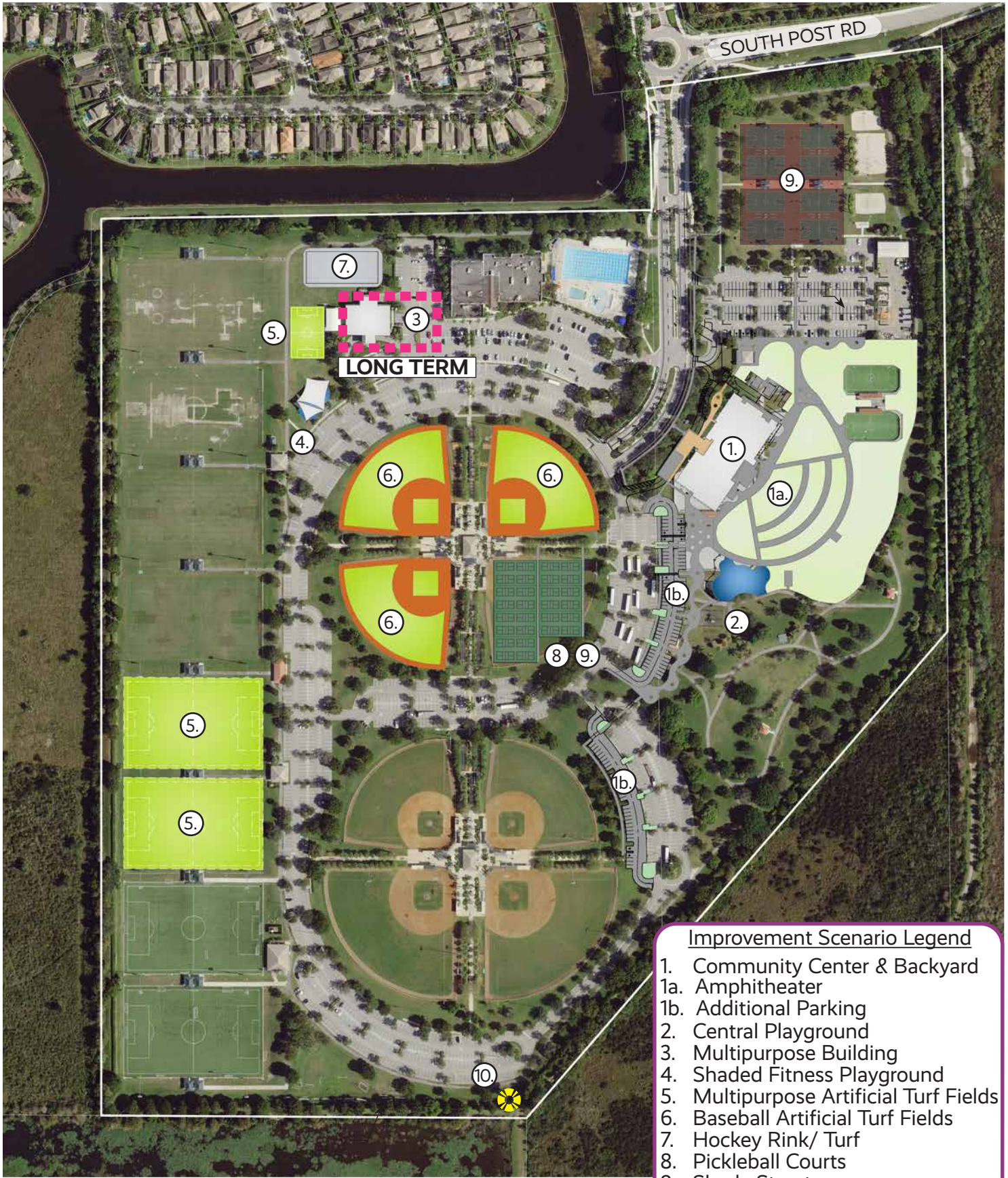




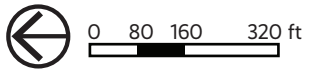




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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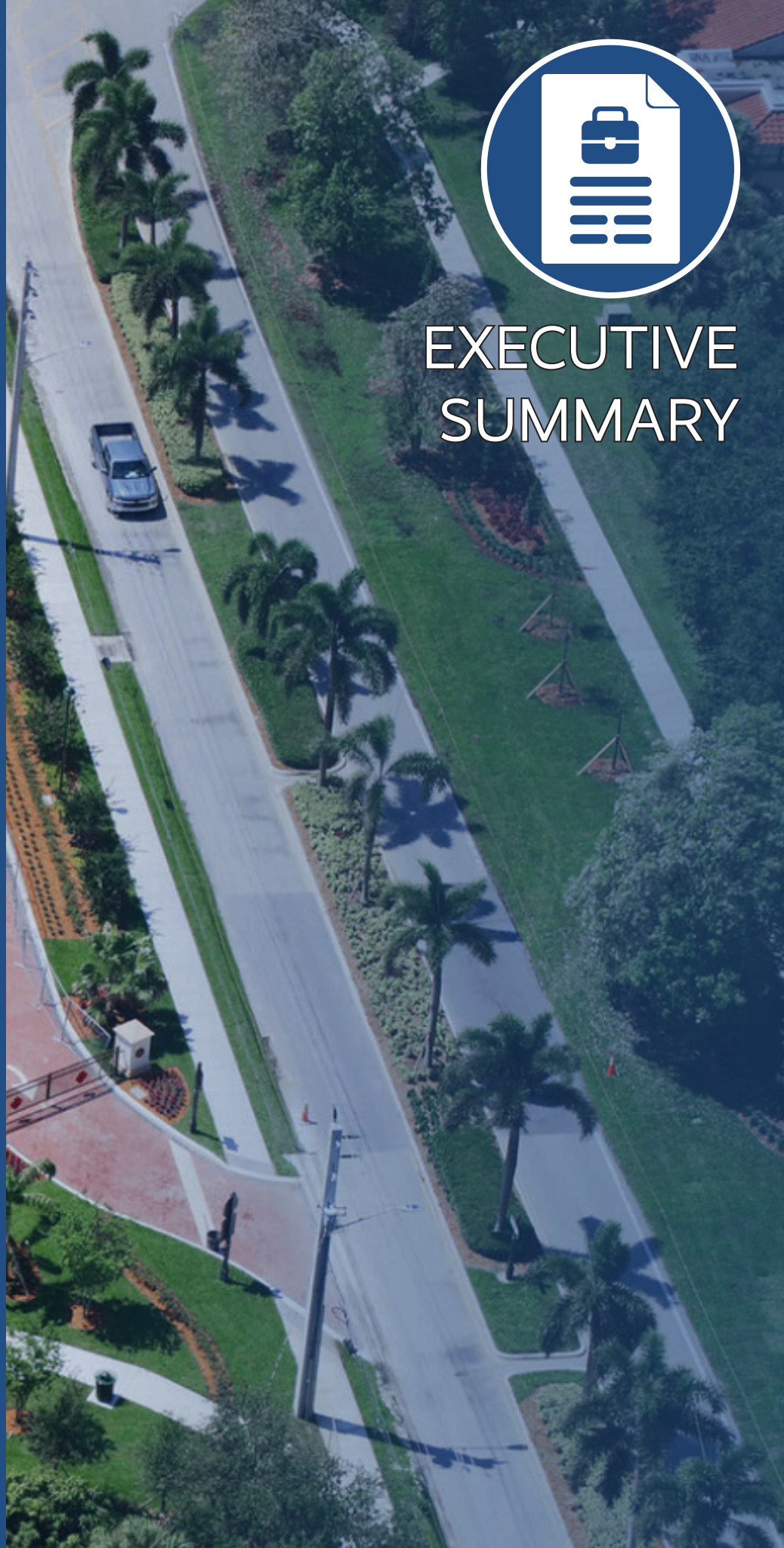
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY







## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)
------------------------	----------------------	------------------------

The following is a summary of the implementation plan cost per subsystem:

Subtotal of 1. Park Systems:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$780,000	\$572,500	\$420,000	\$1,772,500
Subtotal of 2. Athletic Facilities :			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
Subtotal of 3. Indoor Recreation:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
Subtotal of 4. Programs and Events:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
Subtotal of 5. Trails & Bike/Pedestrian Facilities:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$100,000	\$50,000	\$0	\$150,000

Grand Total:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
*Grand Total:			
\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







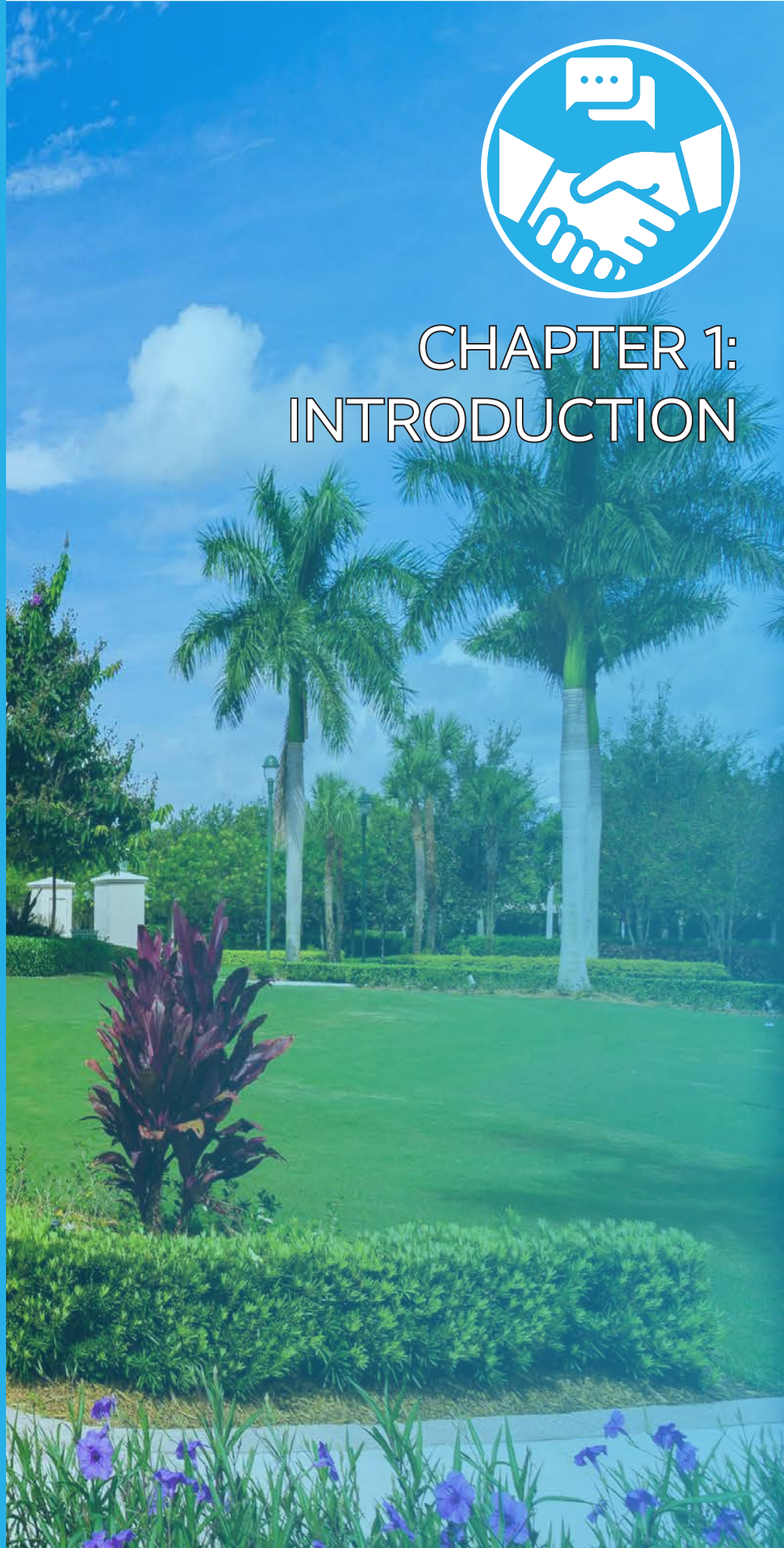
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION







## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand



the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

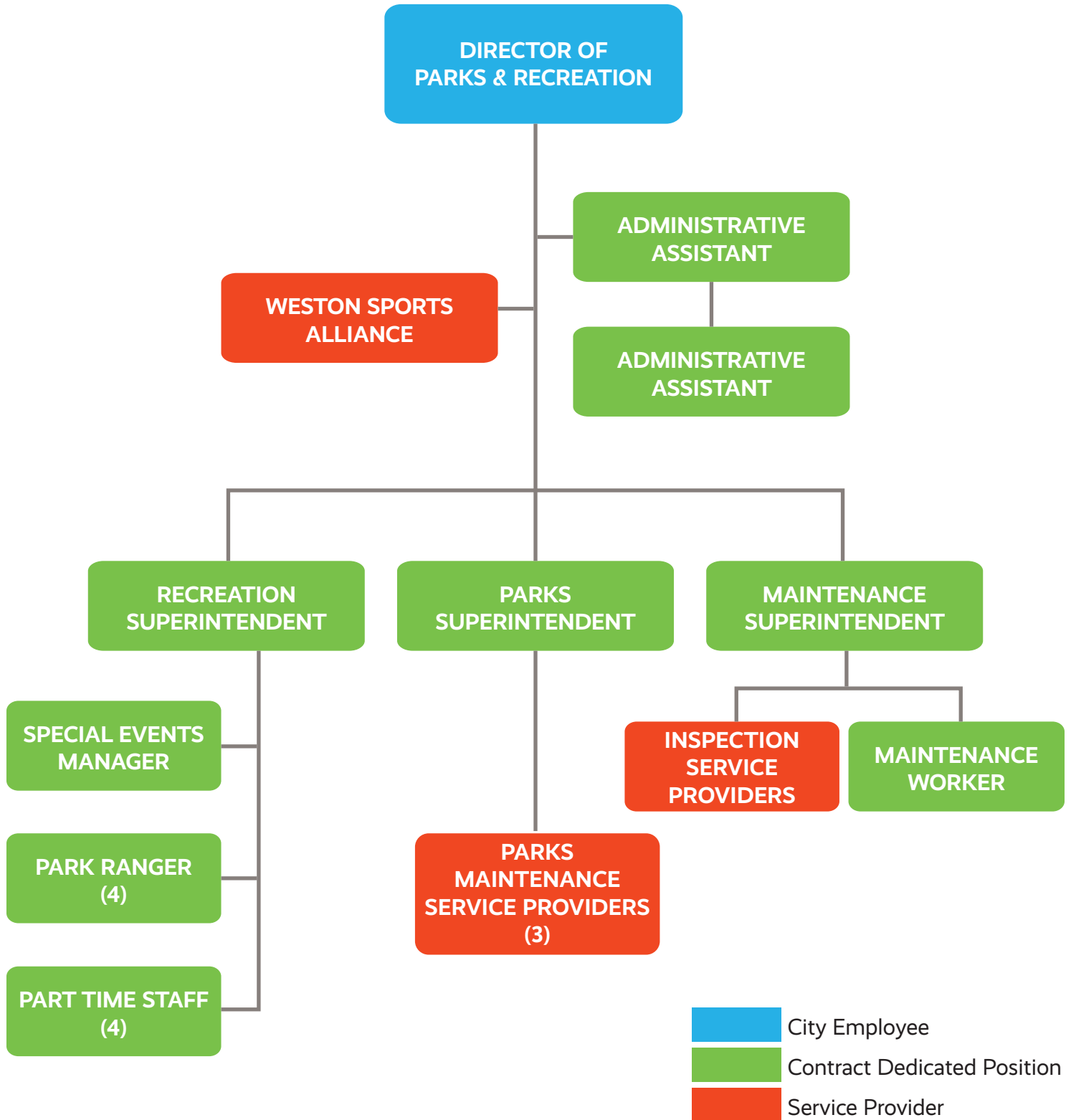


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

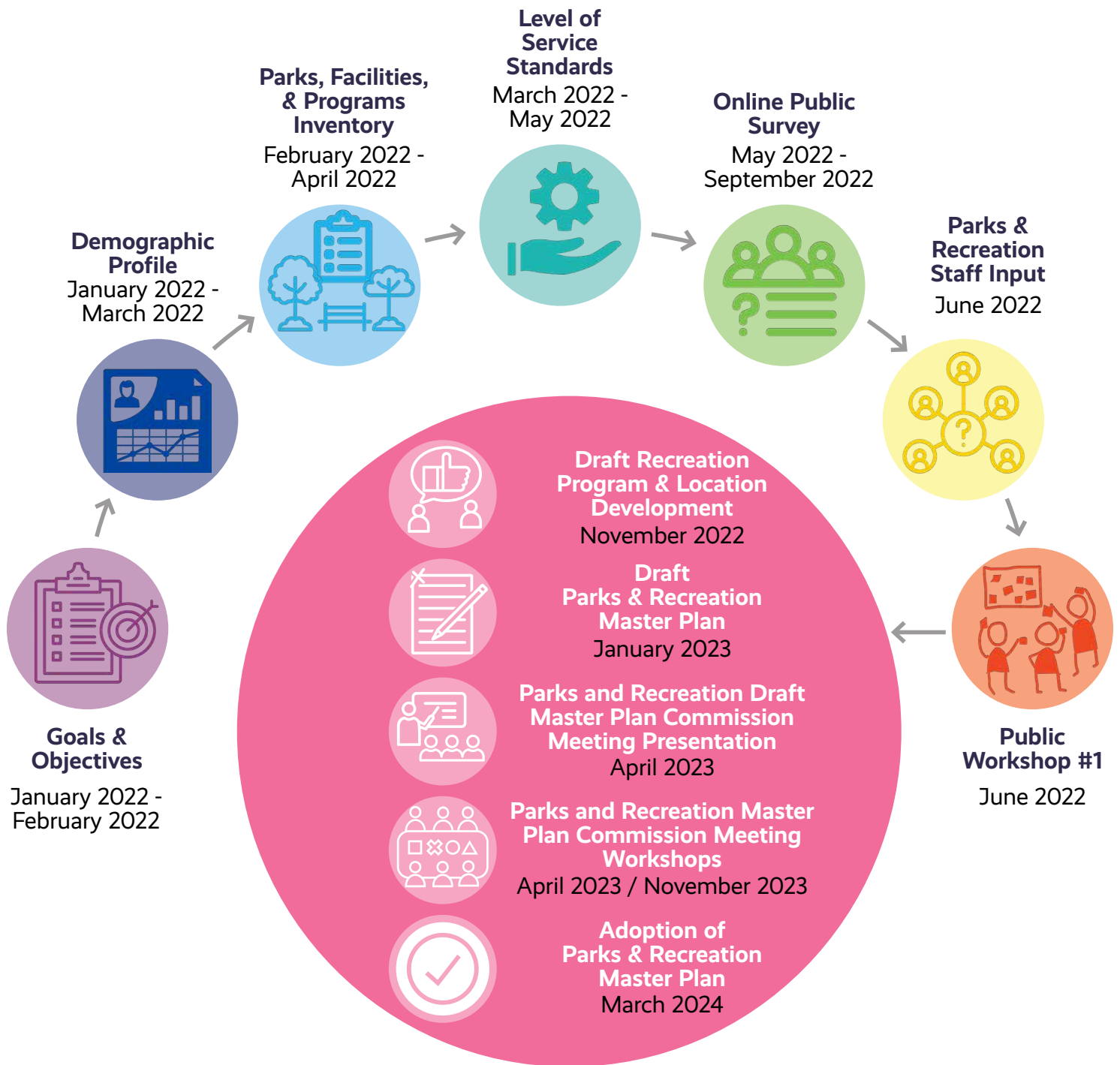


Figure1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

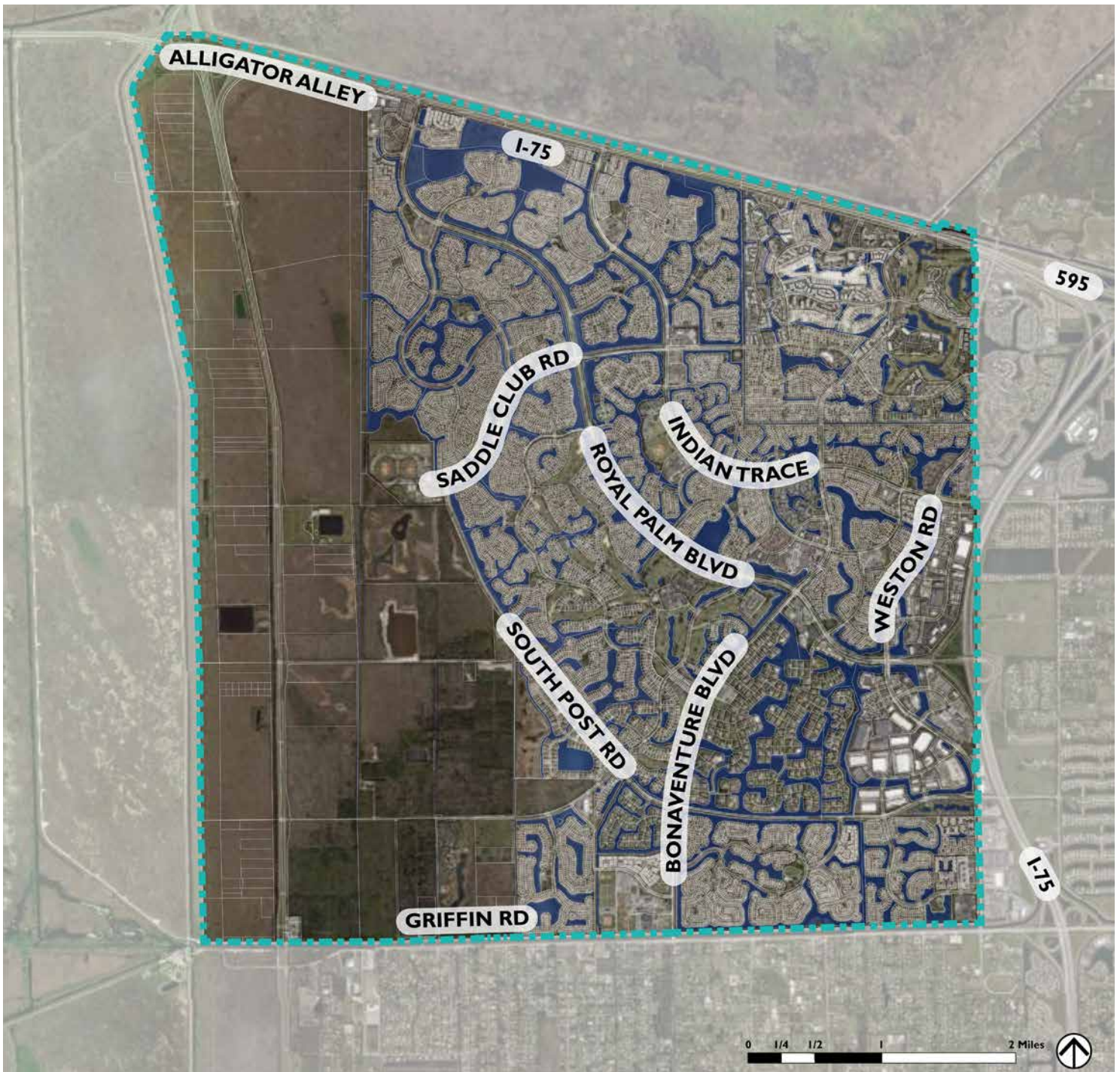


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

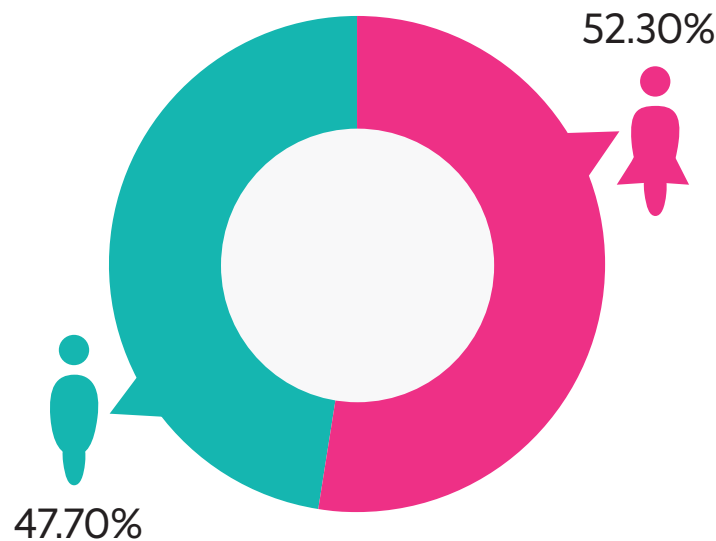


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

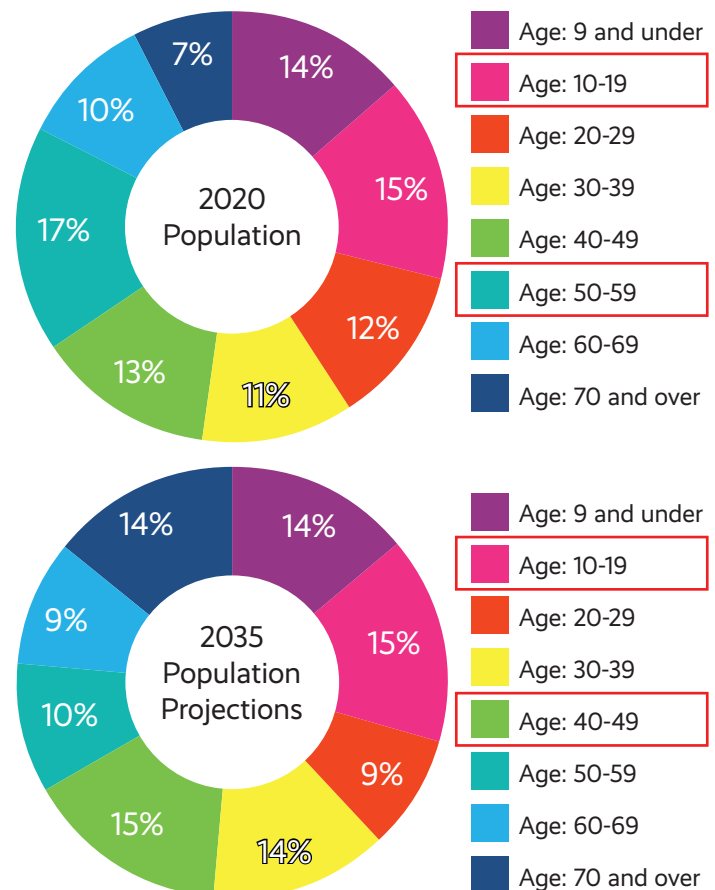


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

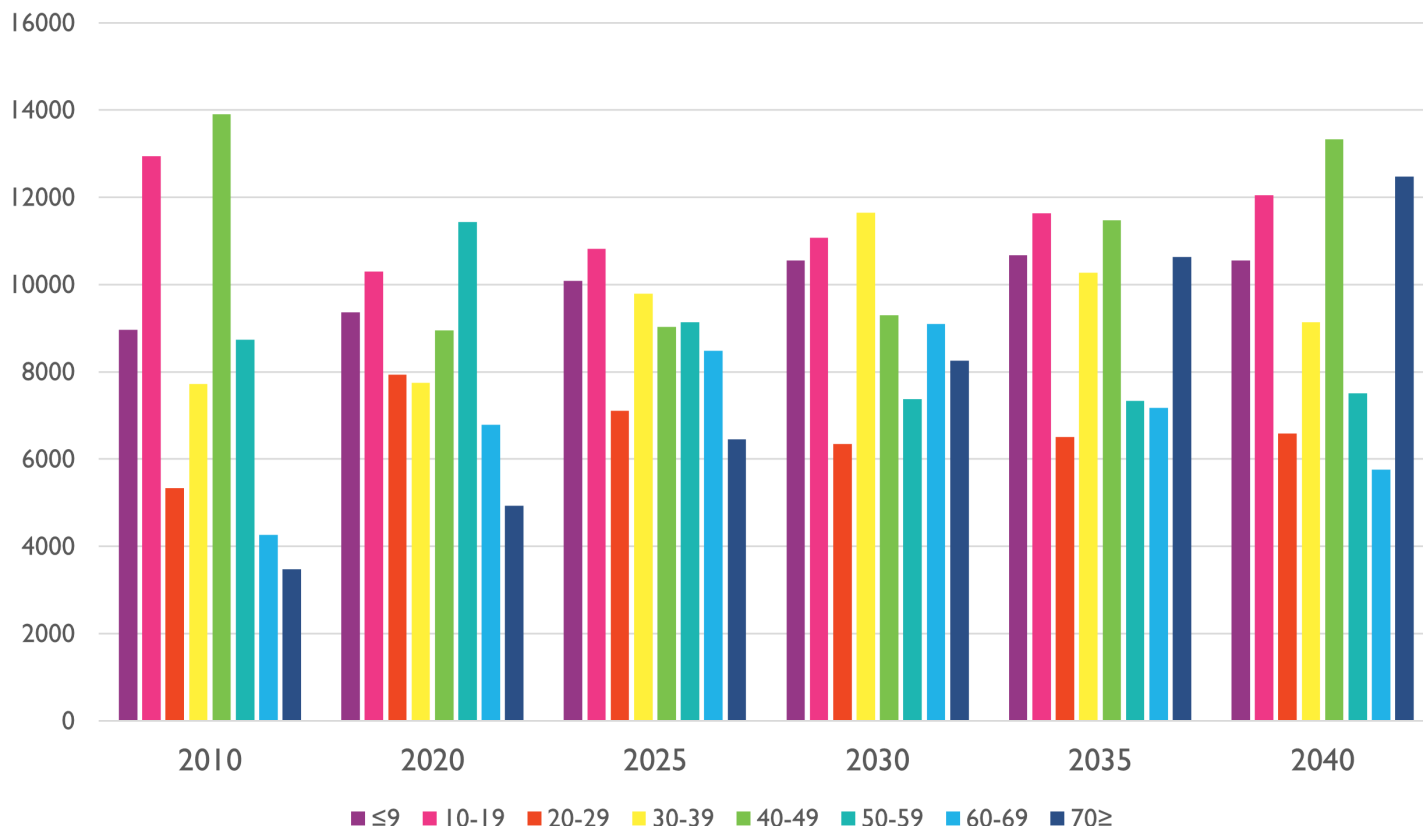


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

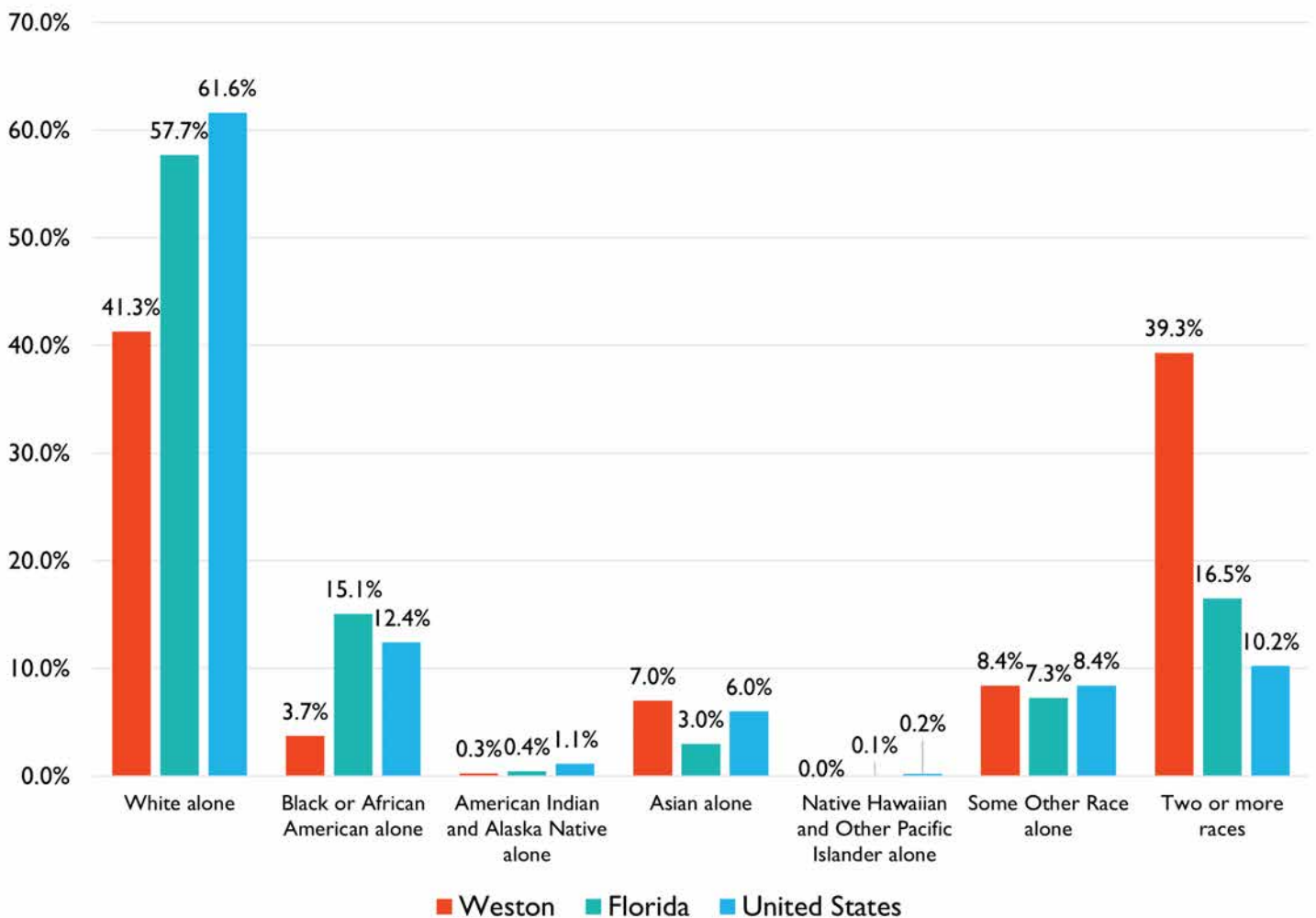


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

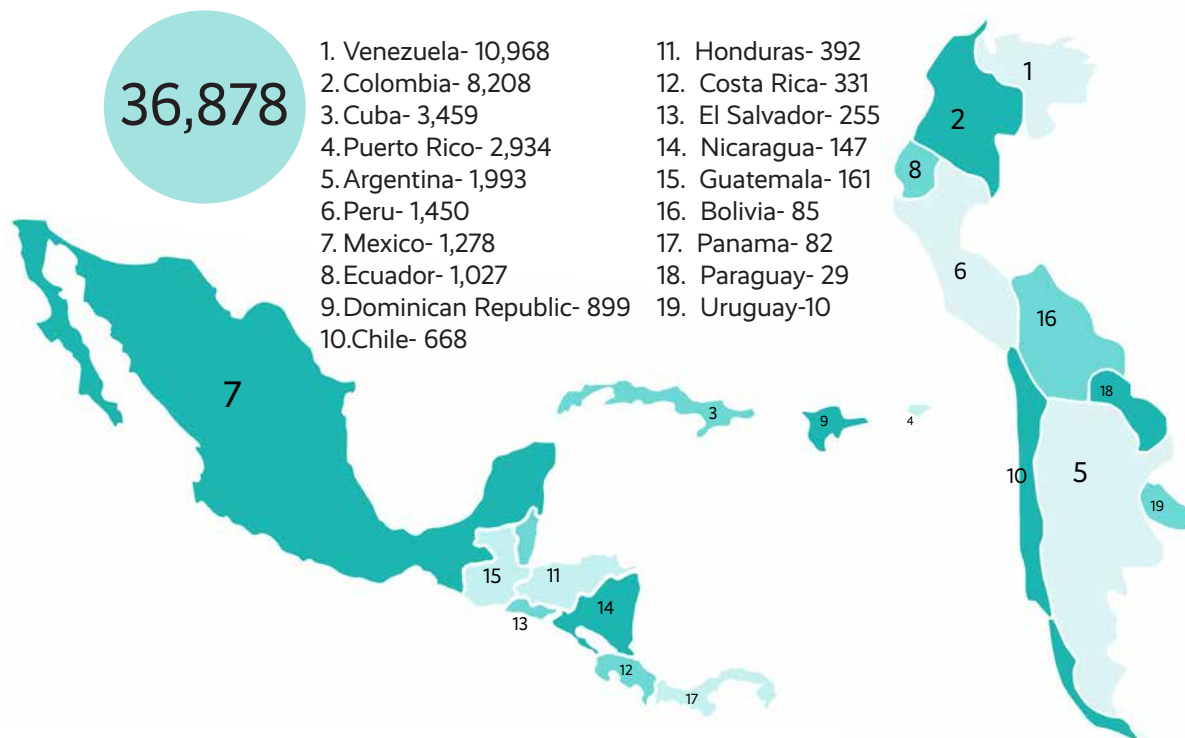


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.



### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

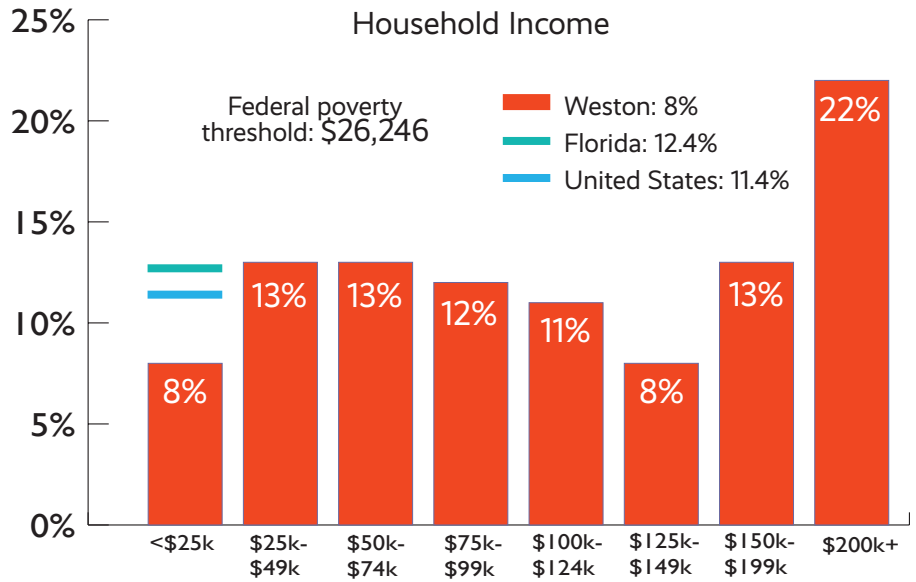


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

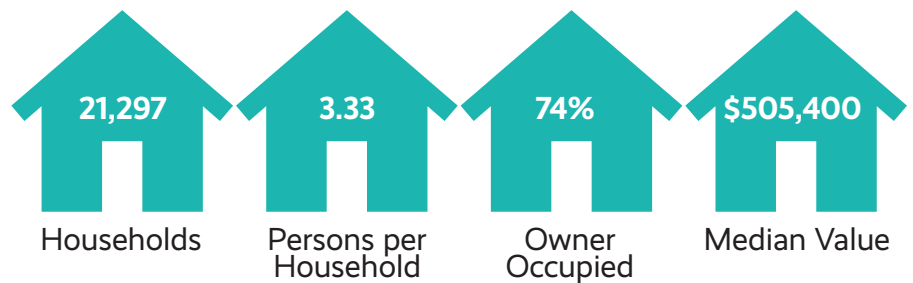


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

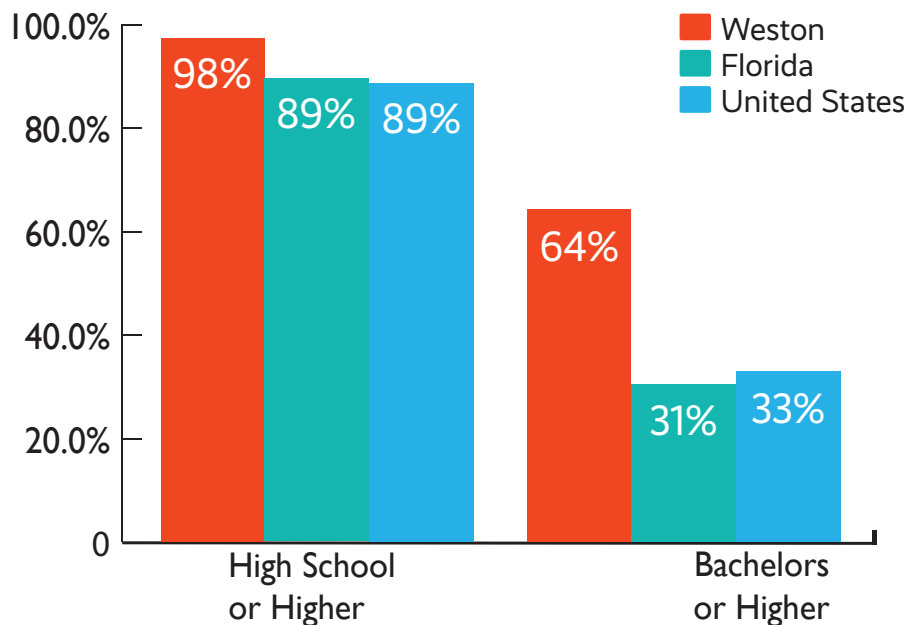


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

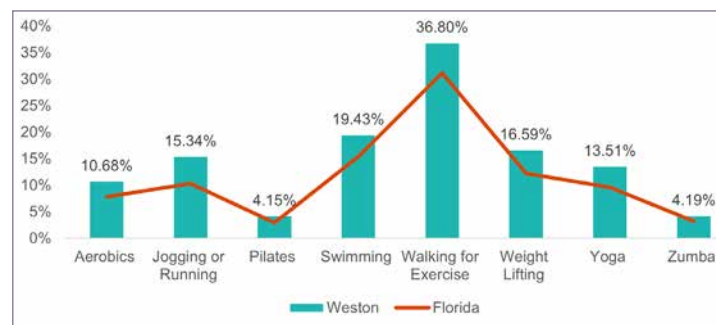


Figure 2.15: Adult Participation in Fitness Activities

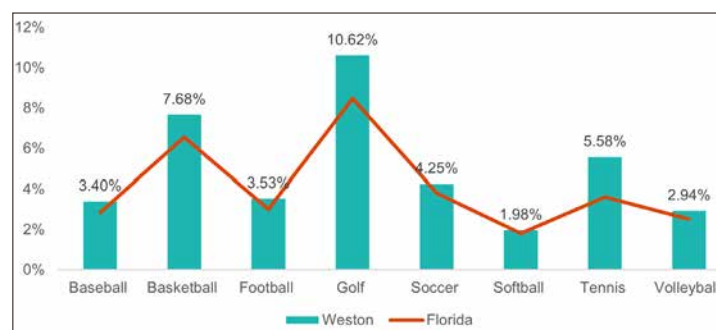


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)





### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

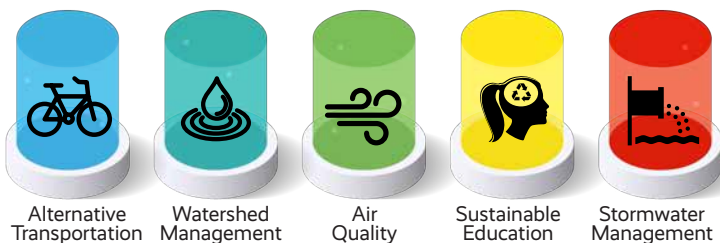


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

## Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

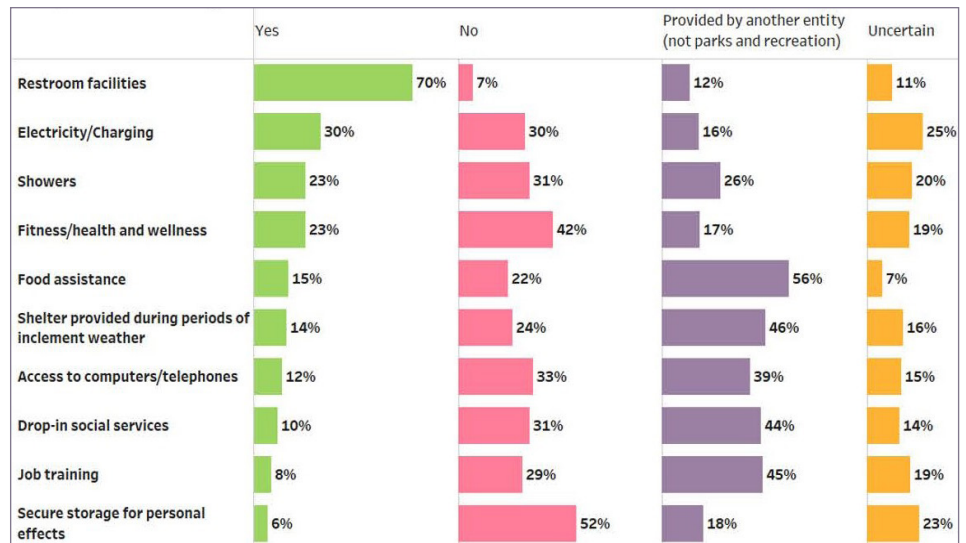


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

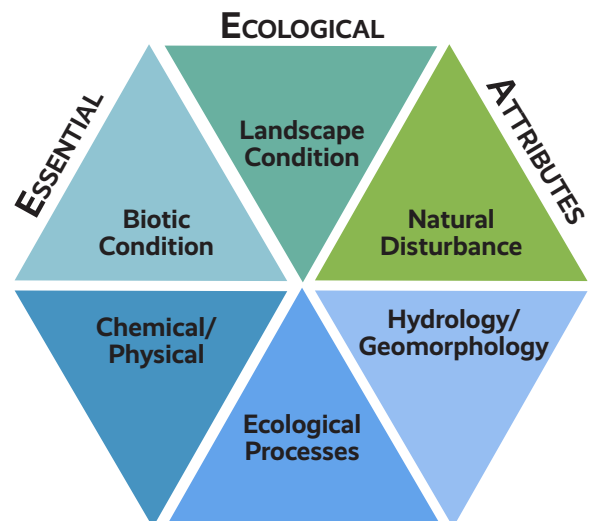


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

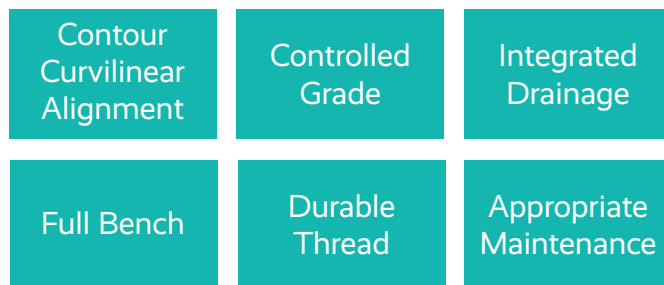
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

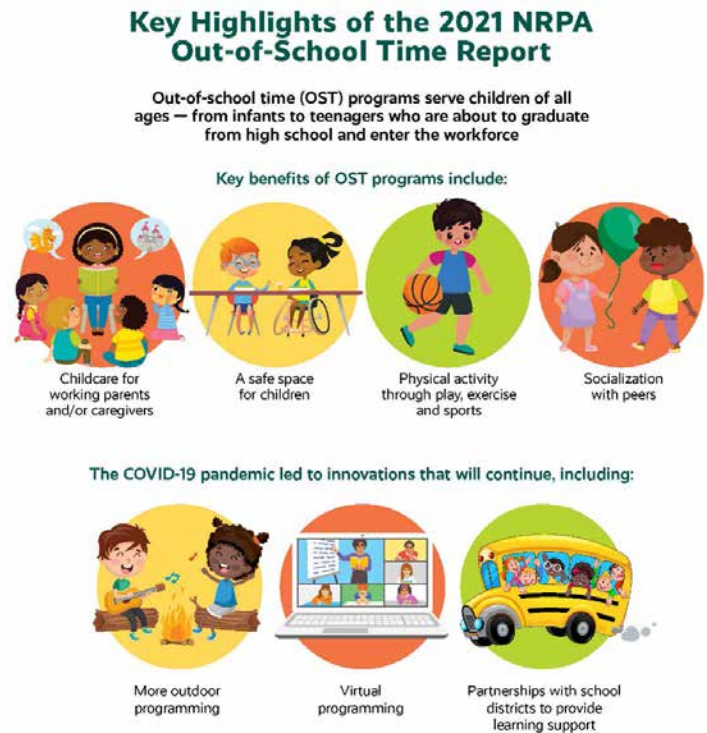


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report





## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

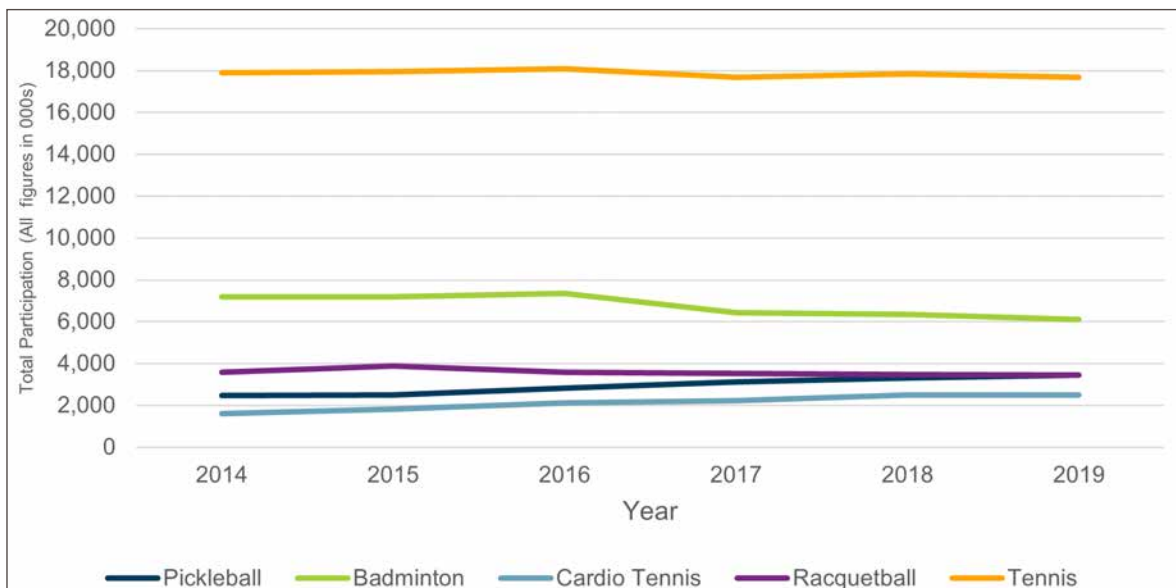


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)





### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

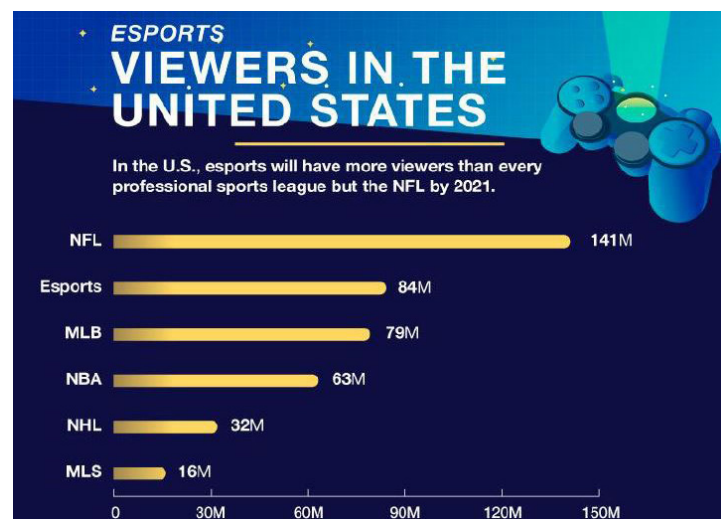


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

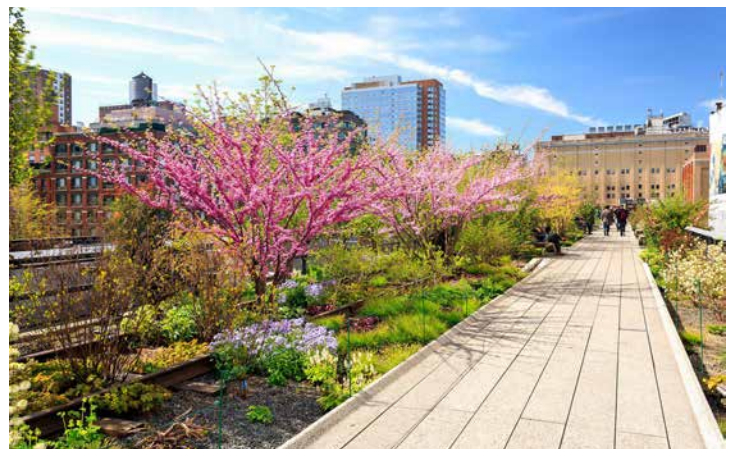


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1			6		1		8	3	2	2	4					1
Windmill Ranch Park	5.23	1								1						1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







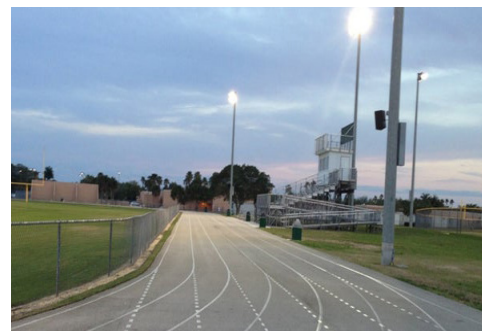
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement







### 3.1.2. Programs and Events City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.





City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



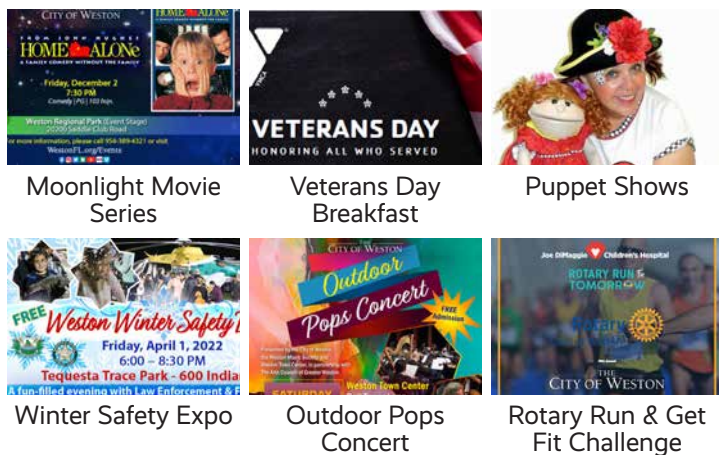
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

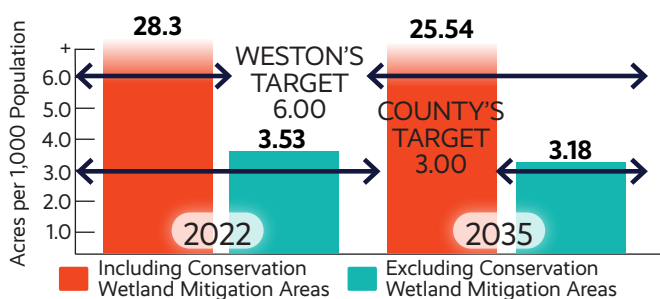


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

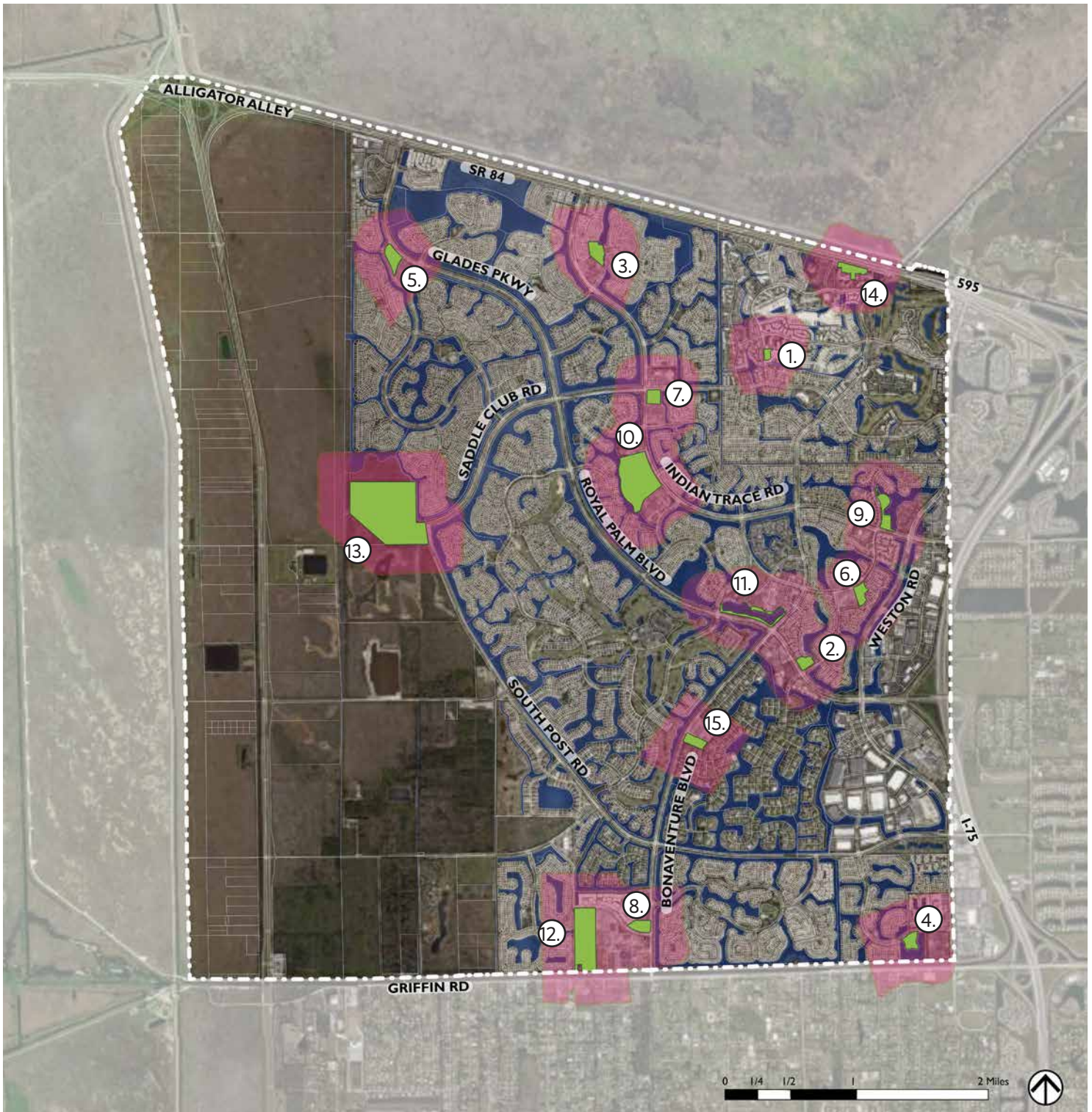
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

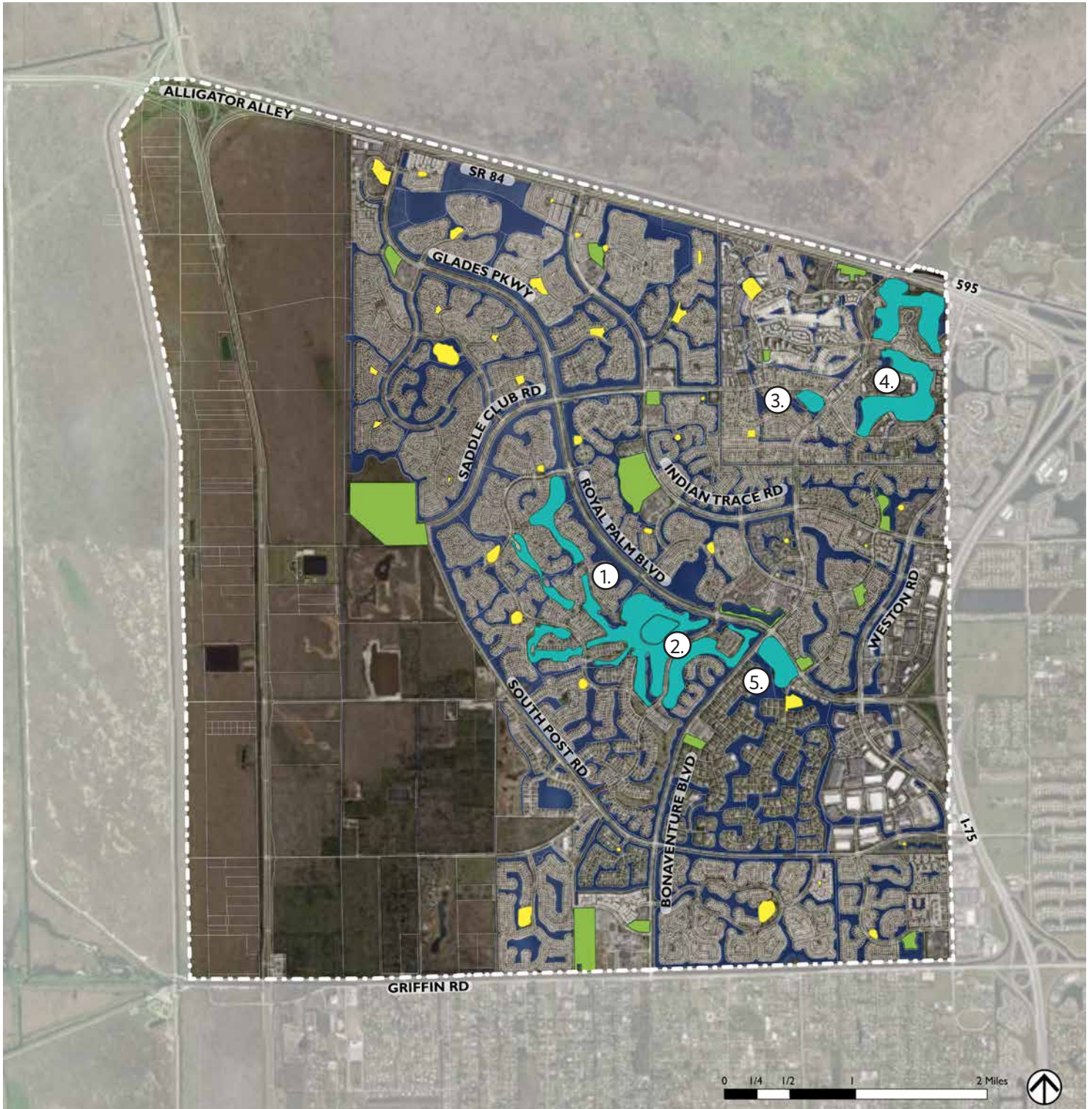
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)









## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

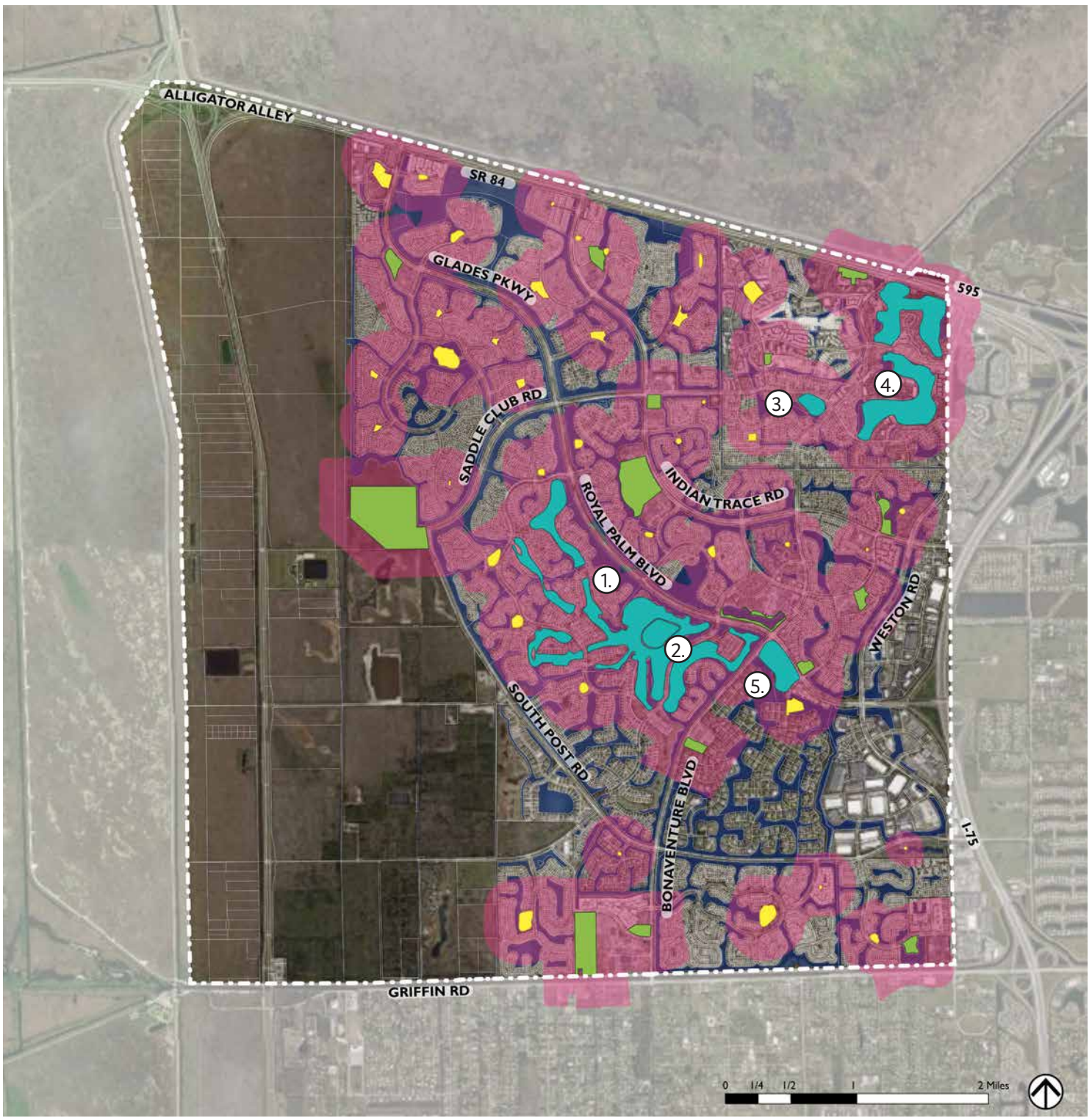
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  Sidewalk
-  Shared Use Path\*
-  Bike Lane
-  Paved Shoulder

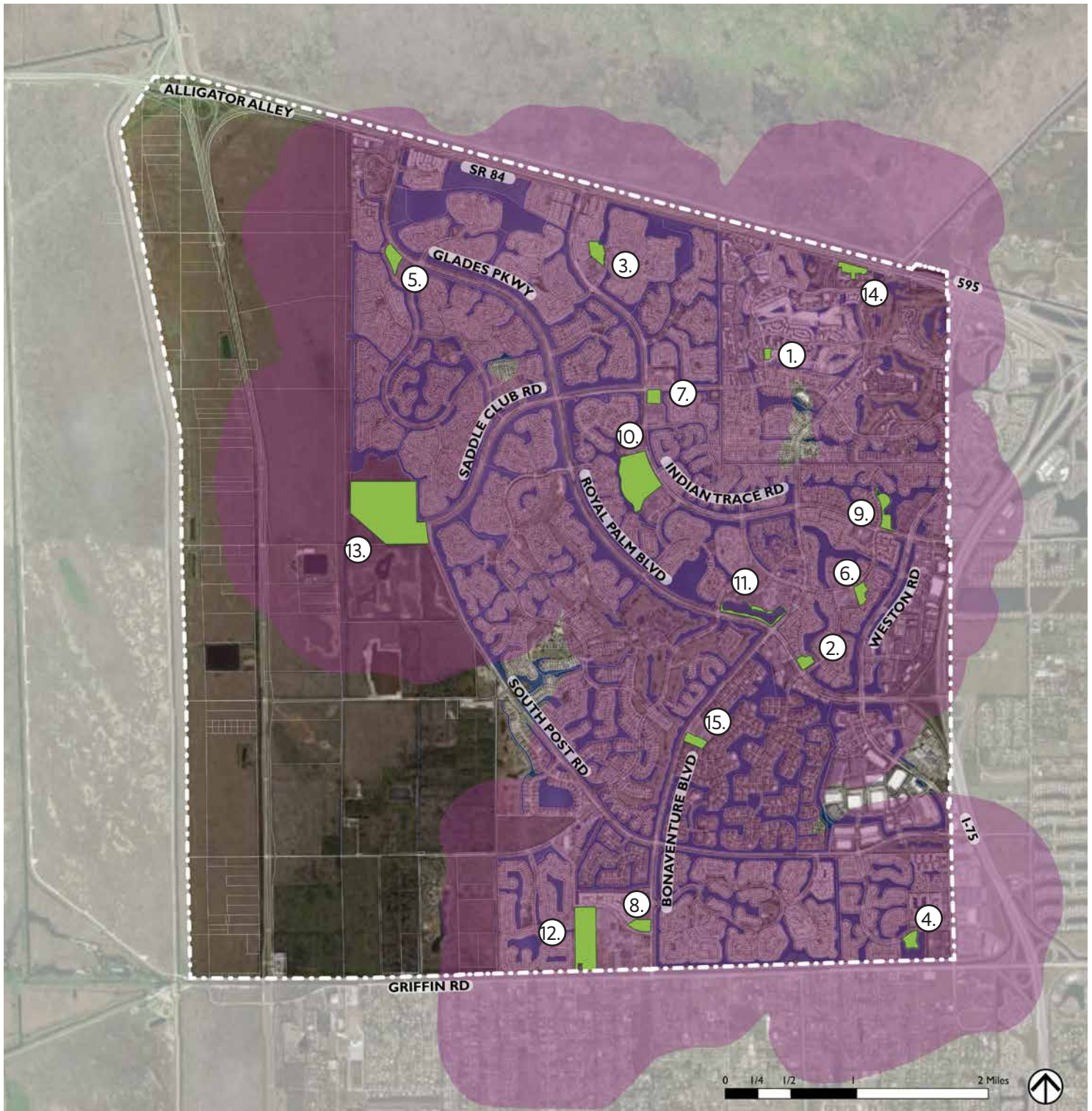
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

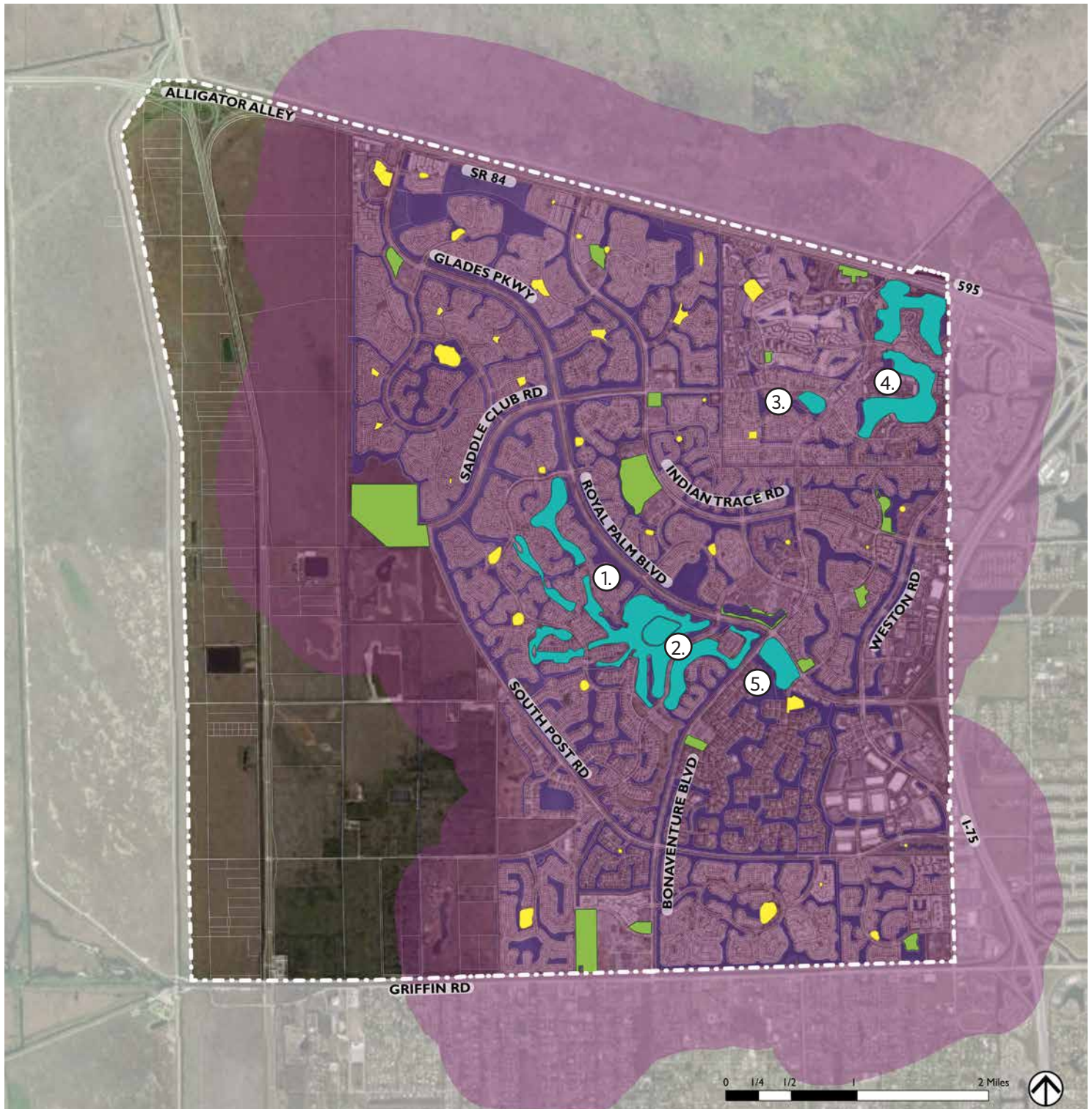
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

	Meets Benchmarks		Below Benchmarks
--	------------------	---	------------------

Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

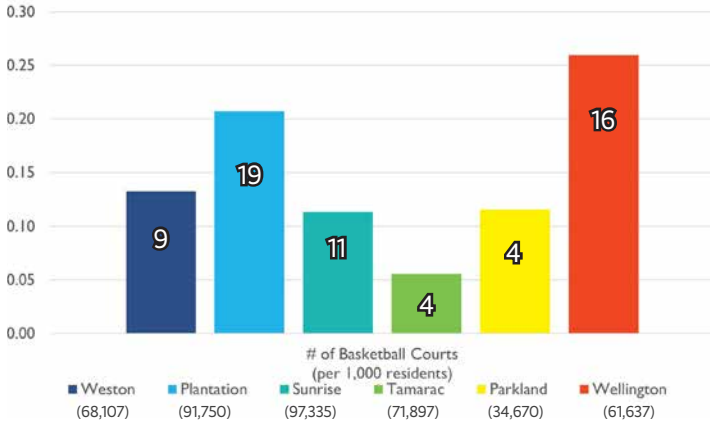
\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

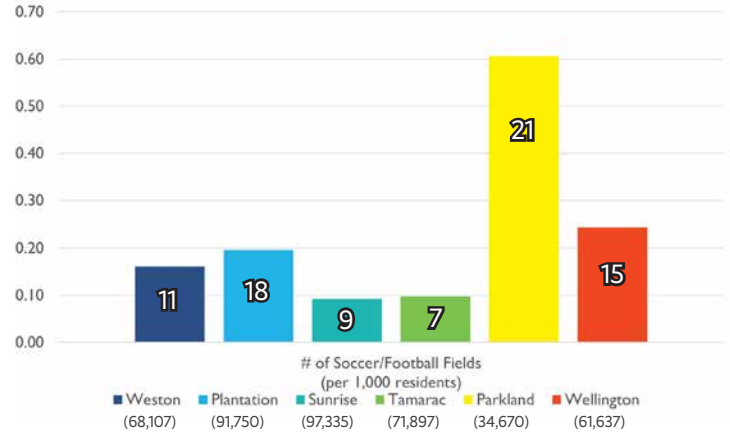
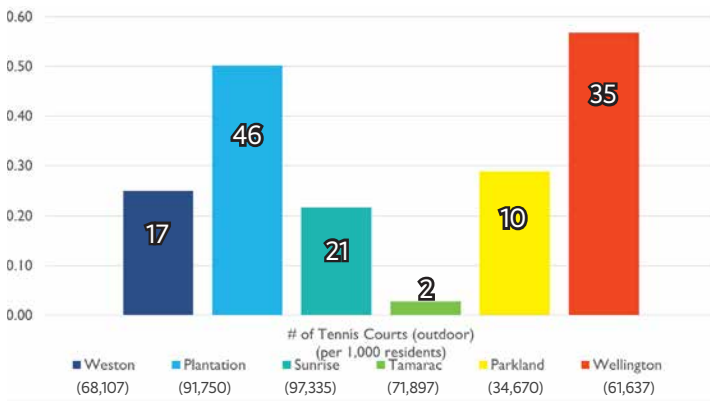


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

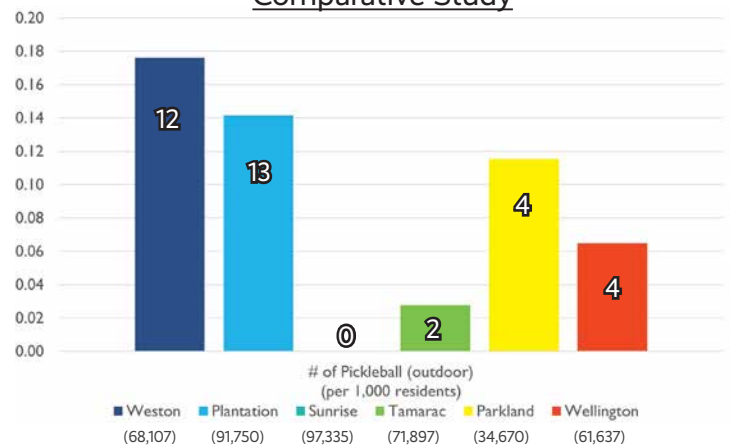
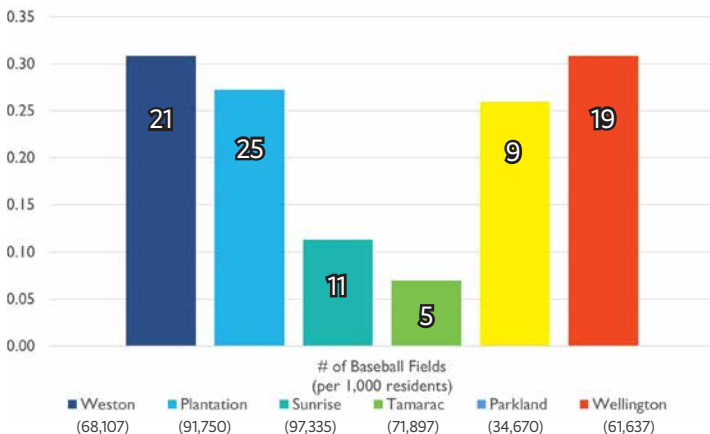


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

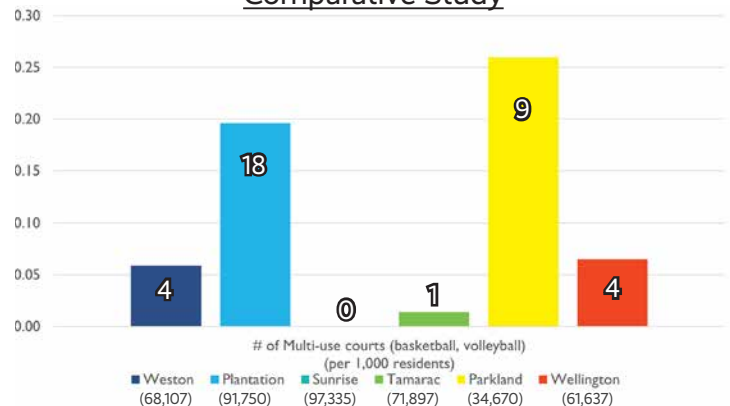


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



Multipurpose Synthetic Fields Comparative Study

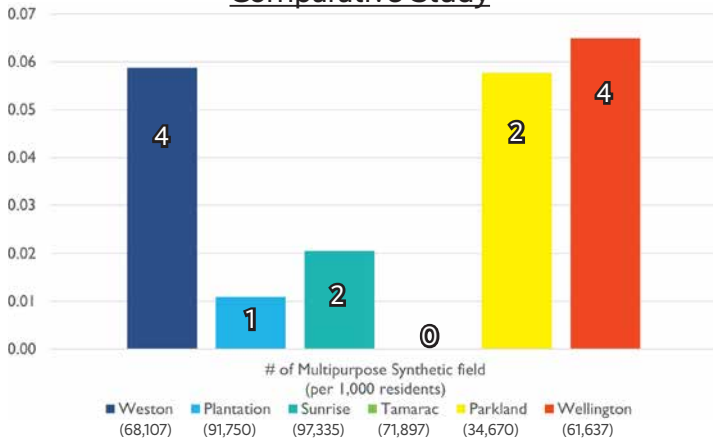


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

Community Centers Comparative Study

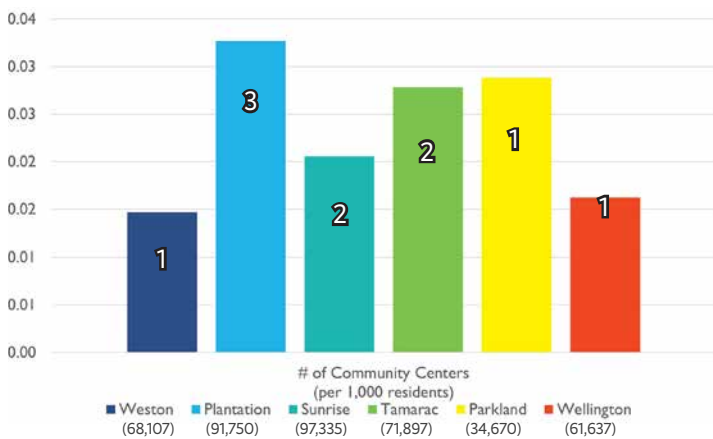


Figure 3.23: Community Centers Comparative Study

Recreation Centers Comparative Study

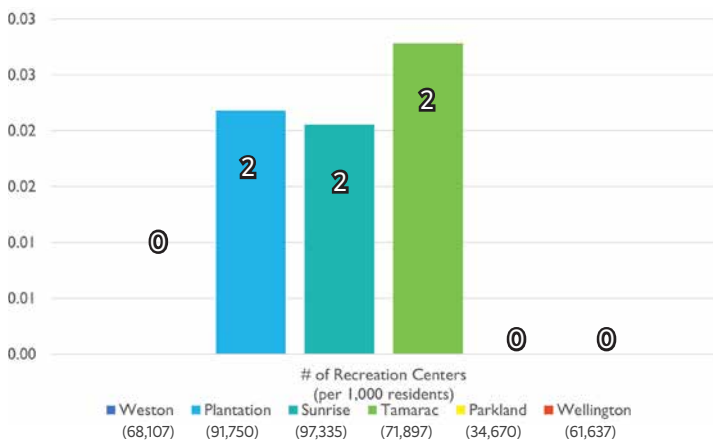


Figure 3.24: Recreation Centers Comparative Study

Indoor Recreational Space

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and "districts", each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>







City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

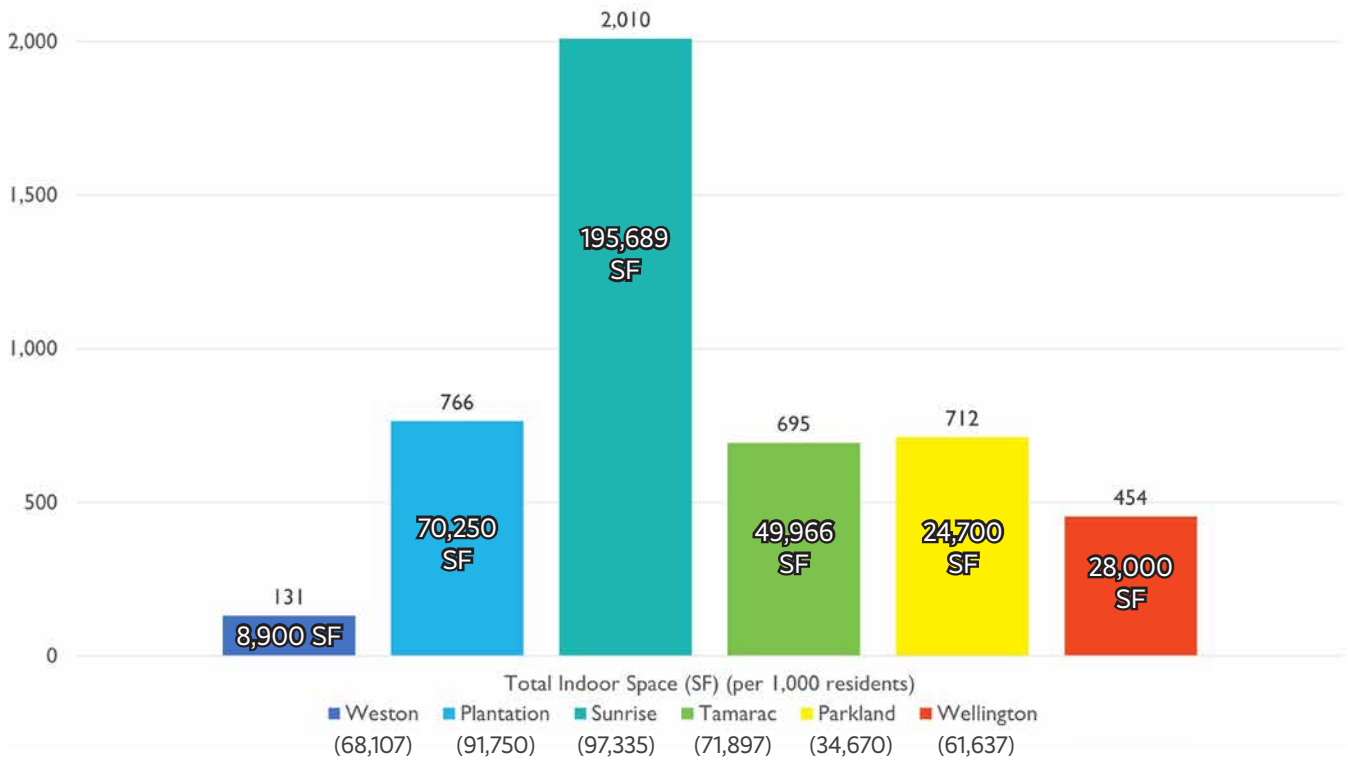


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

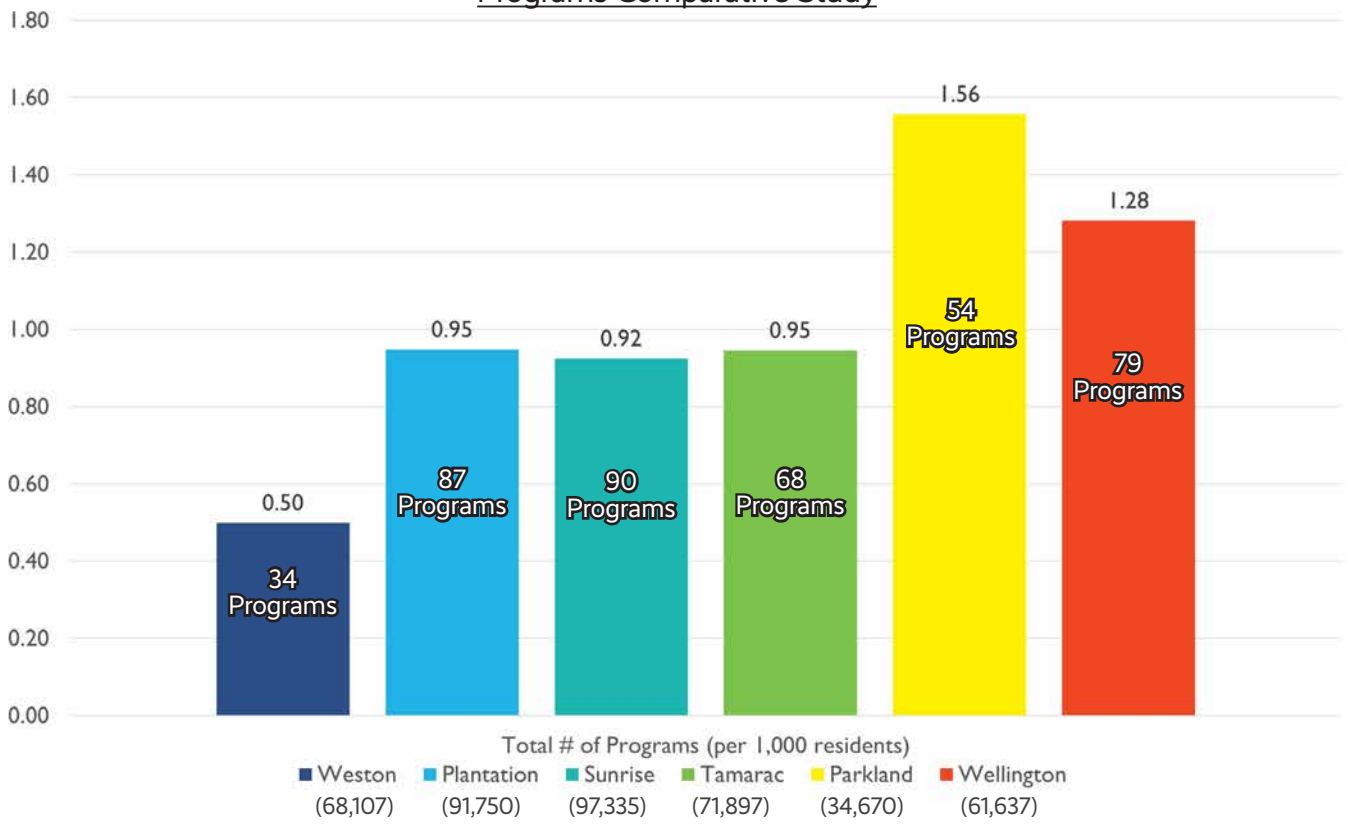


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

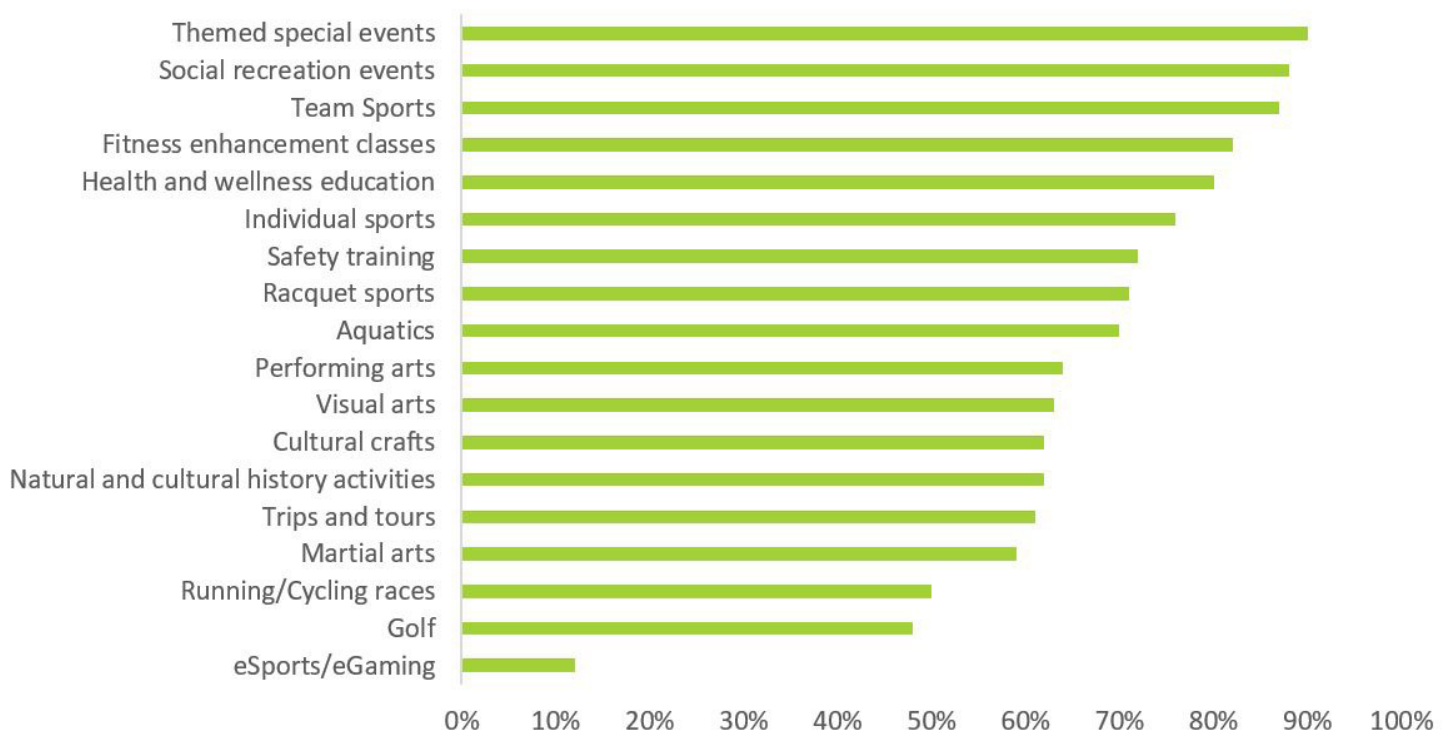


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.







### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming







Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

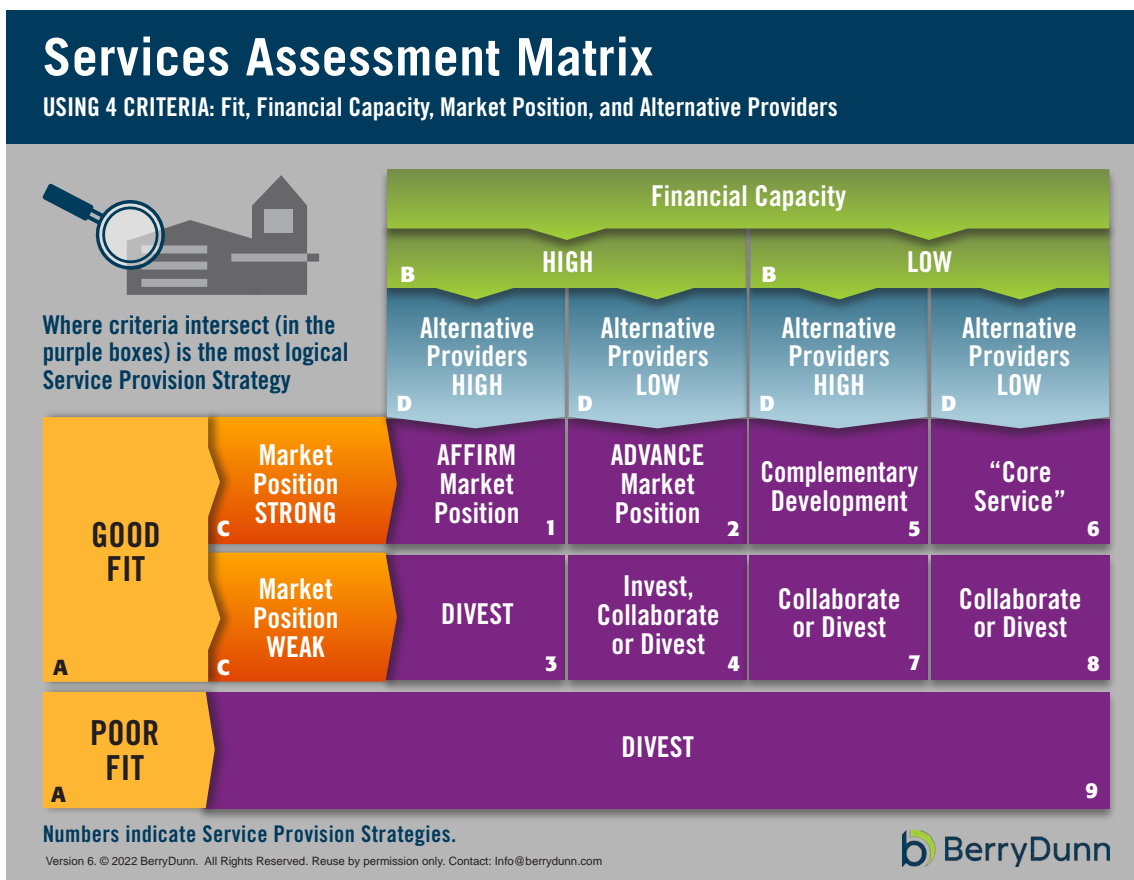


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT





## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used





parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS







## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

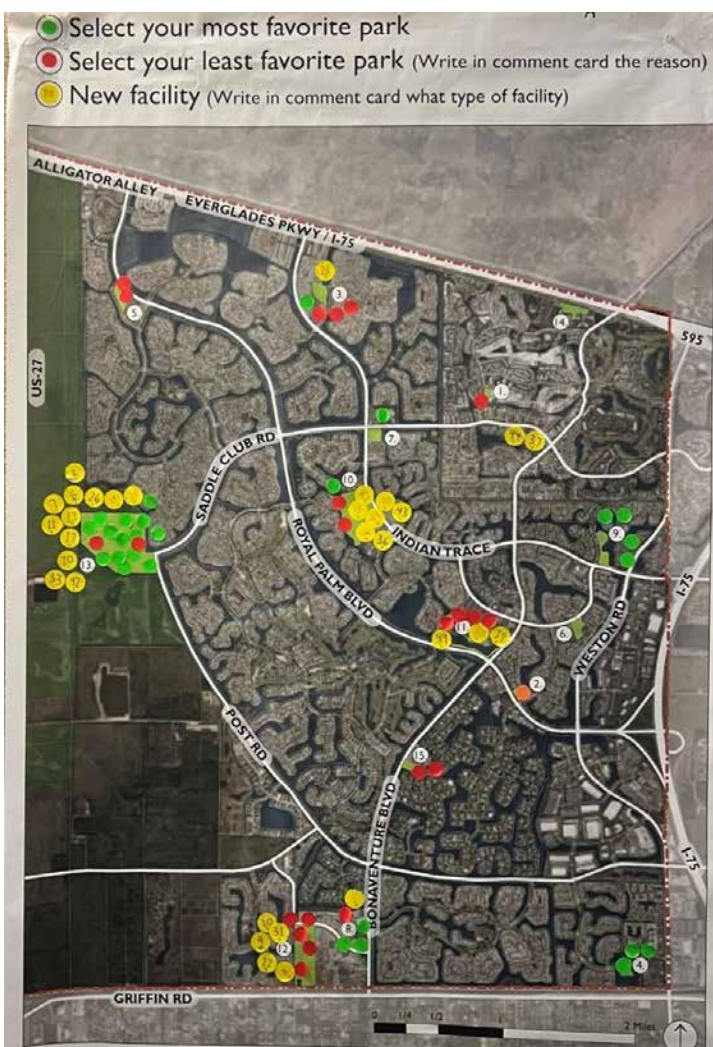


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

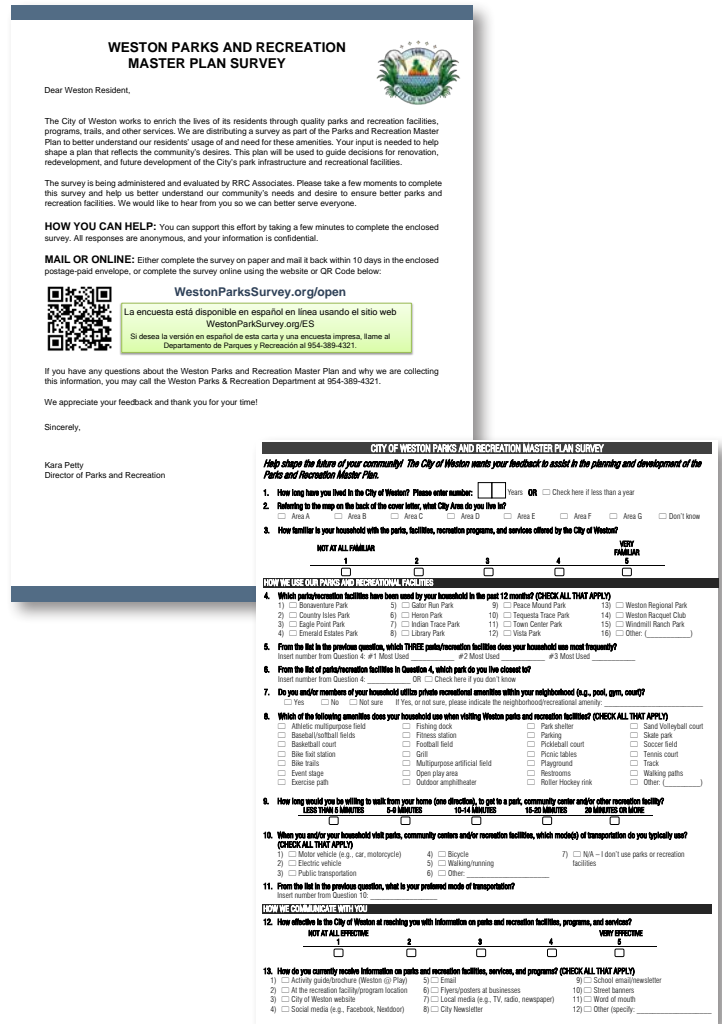


Figure 4.11: Survey Cover Letter and Survey Sample.

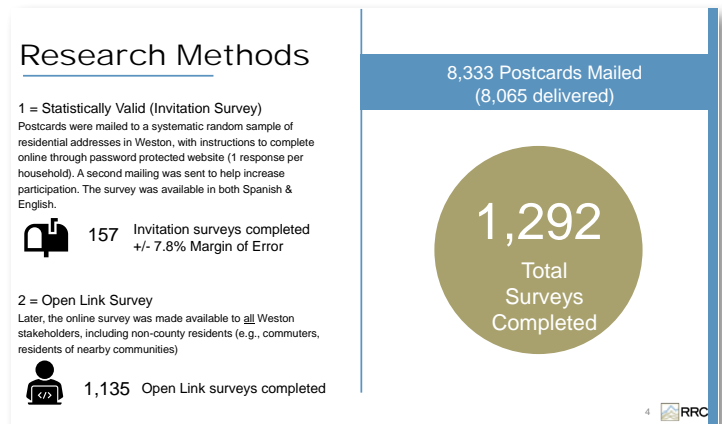
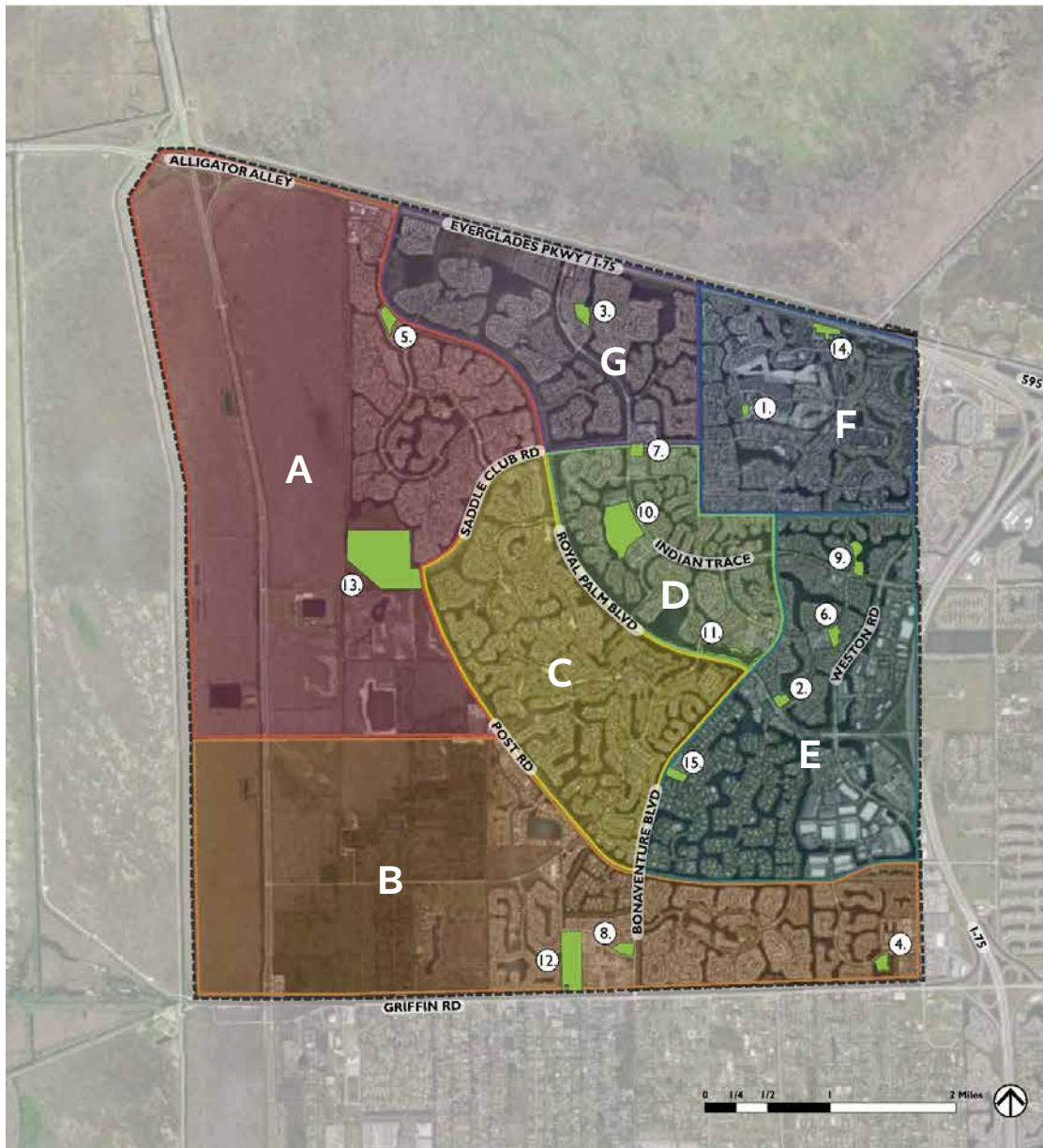


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G


- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

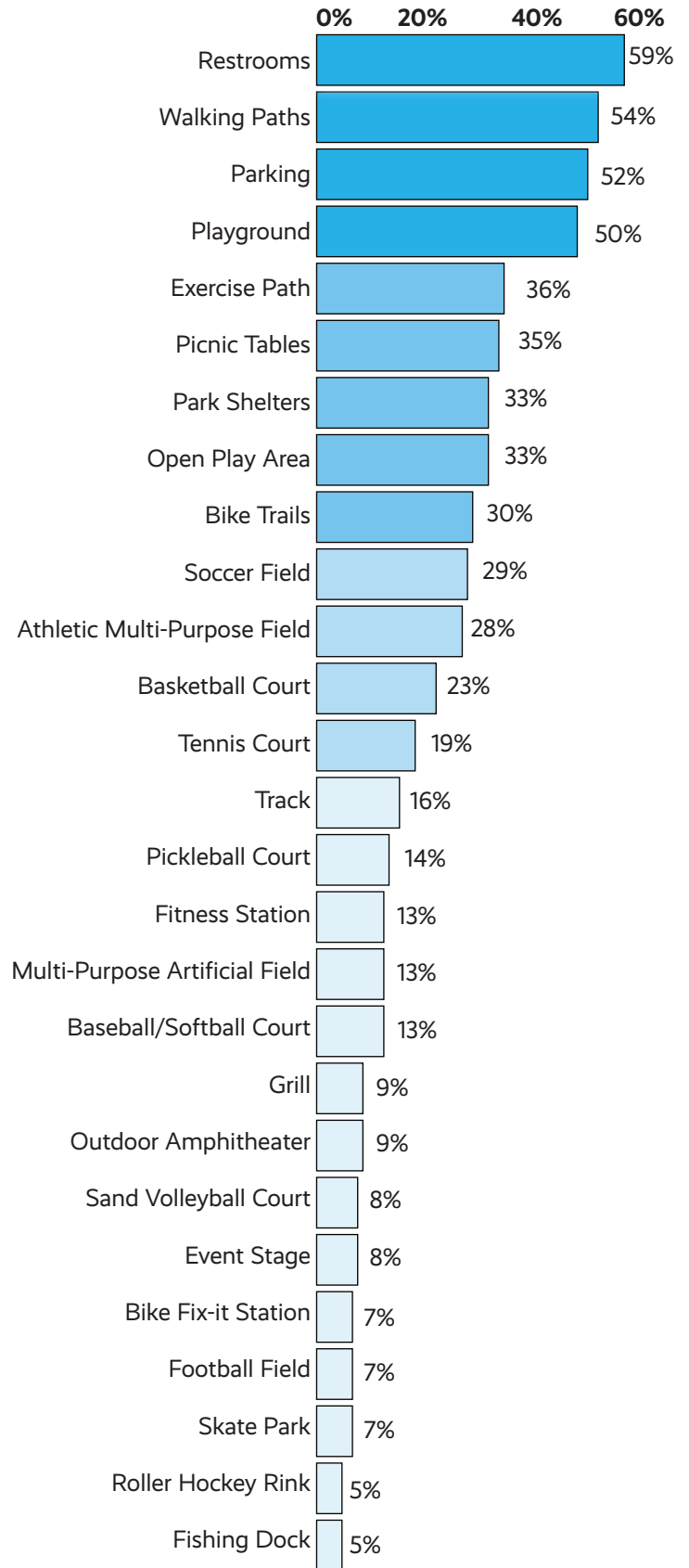


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

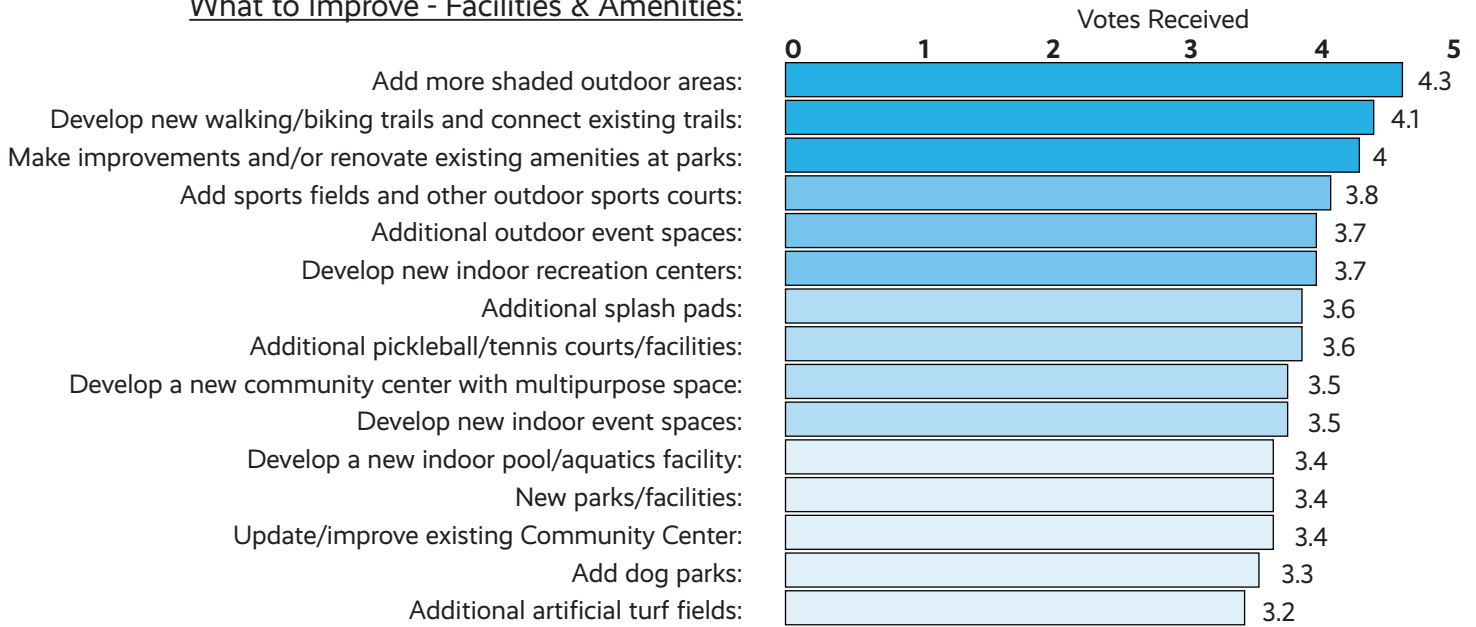


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

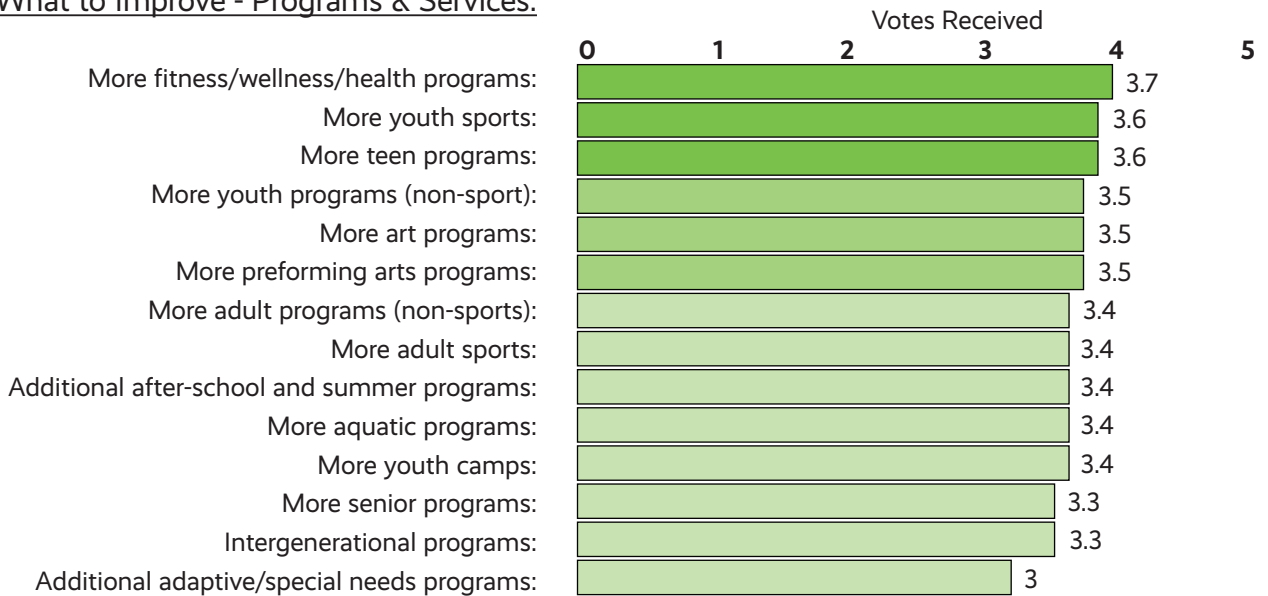


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

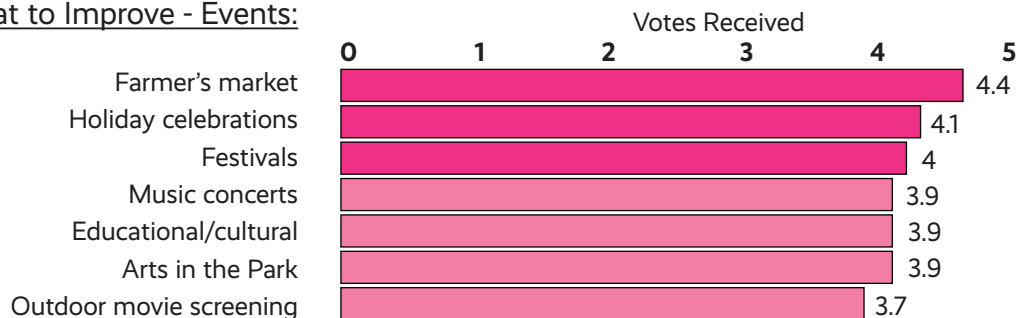


Figure 4.17: What to Improve - Events Graph.







## What to Improve - Facilities & Amenities:

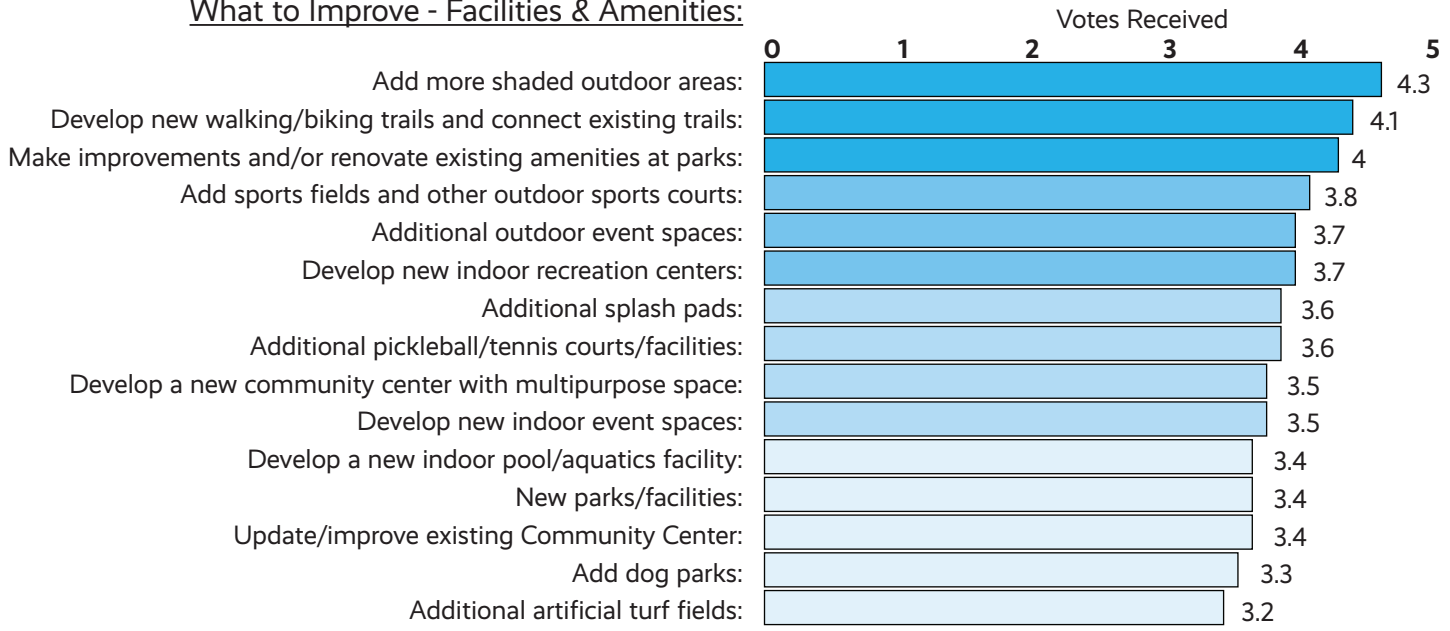


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

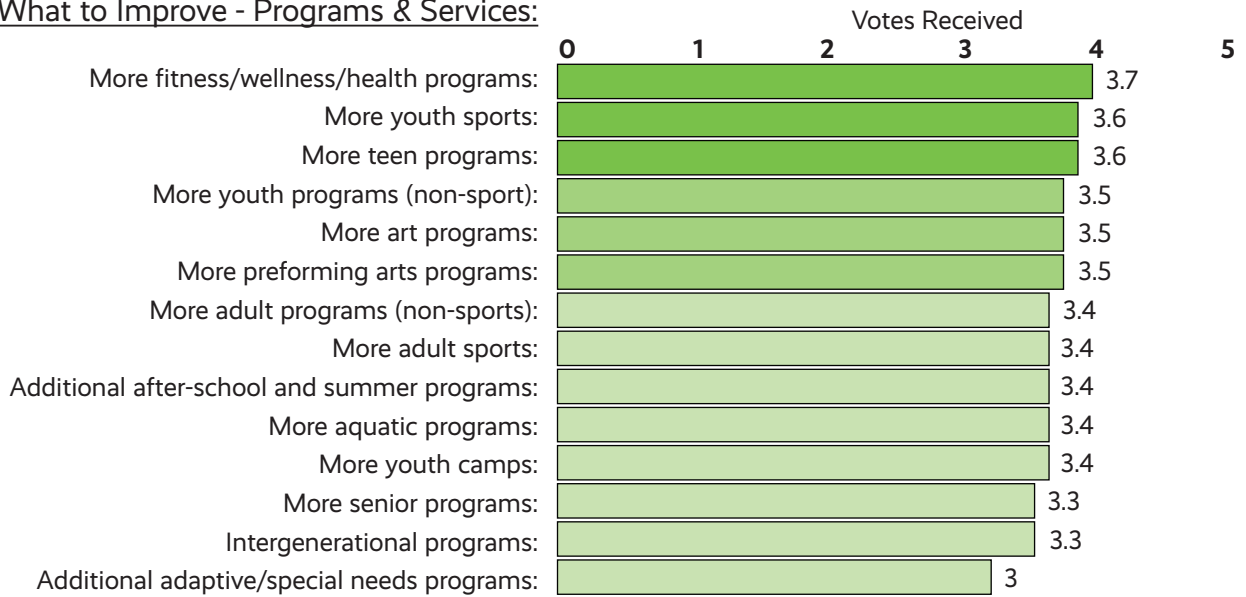


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

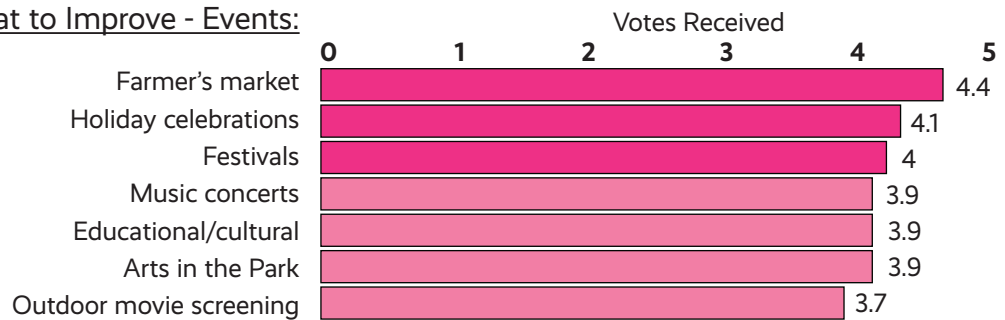


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.







Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.





<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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Figure 5.0: Weston 25 Years Celebration.



# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



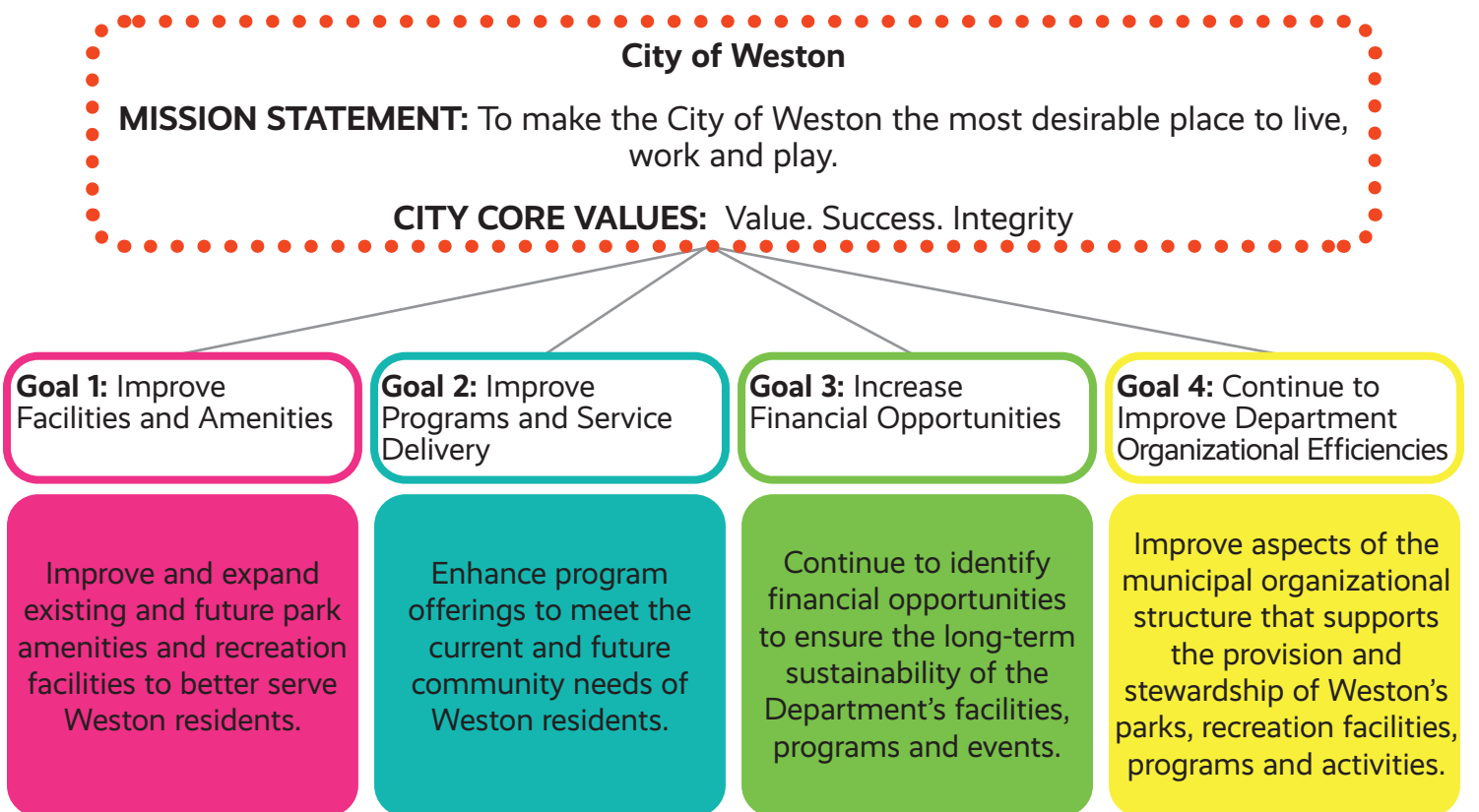
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

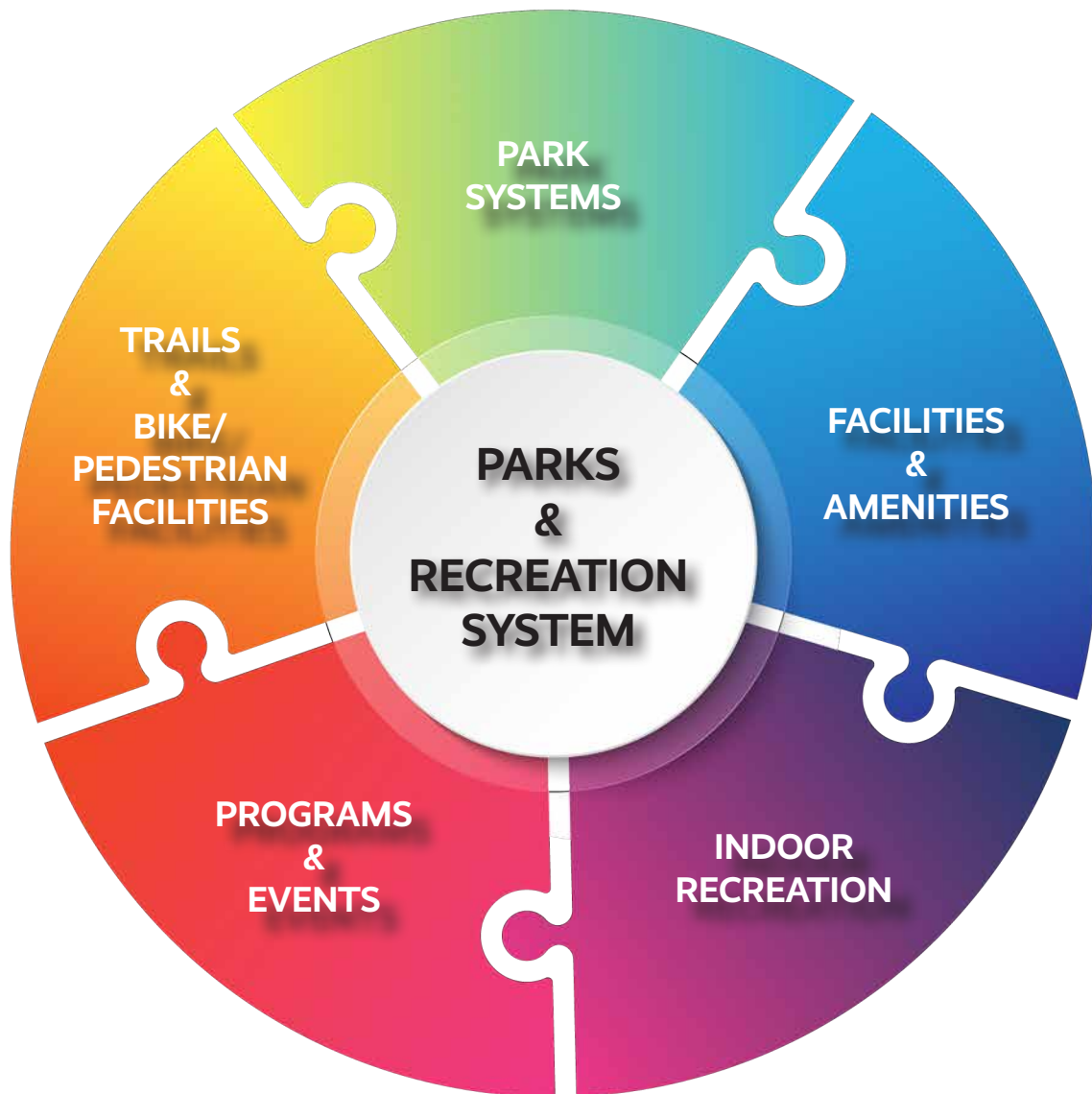


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.







## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.





Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





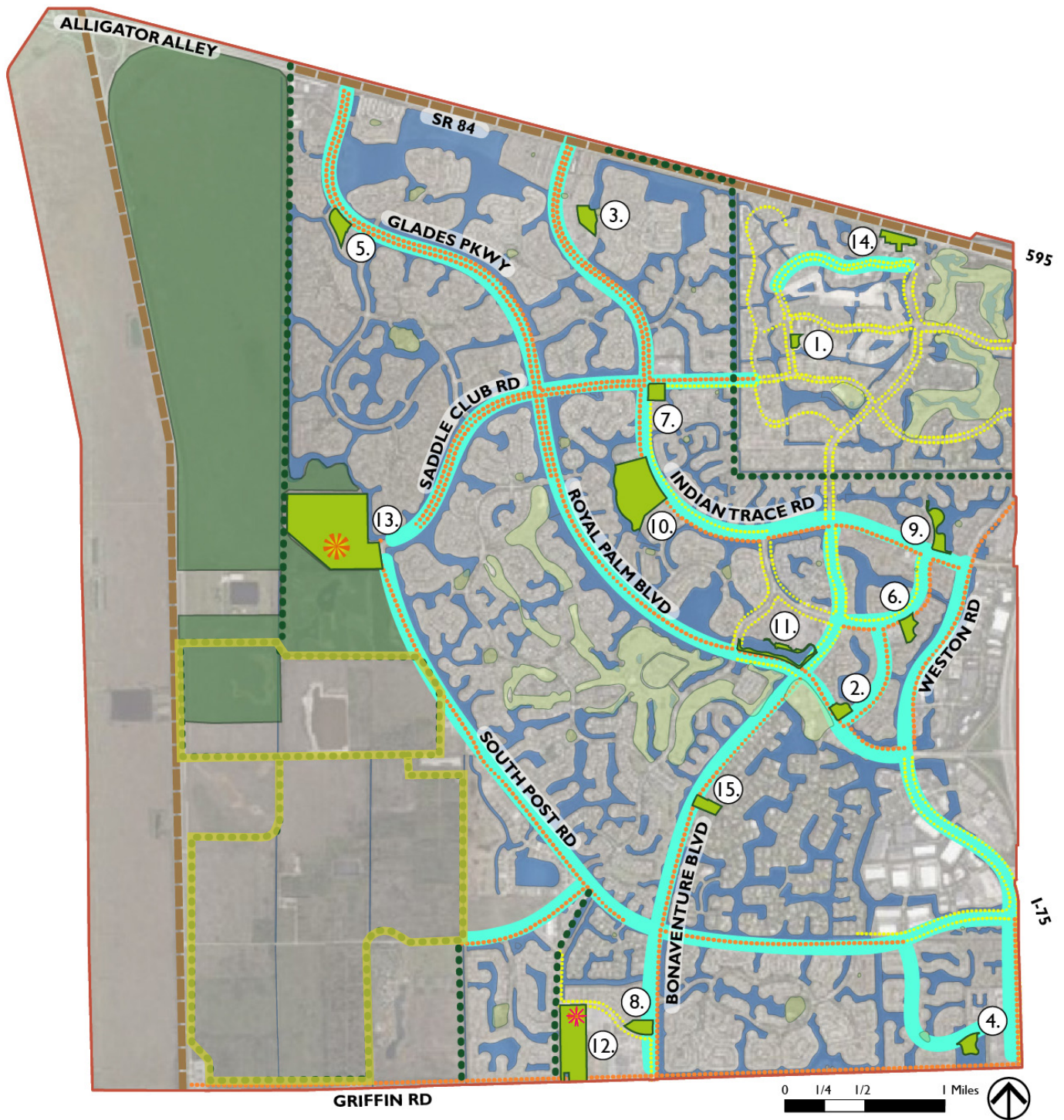


<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<ul style="list-style-type: none"> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 335 days of use</li> </ul>		
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN







### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	\$780,000	\$572,500	\$420,000	\$1,772,500

Table 6.1: Action Plan.





## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a Proposed Indoor Recreation space</b>				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b Develop indoor program space (furniture, sport equip., computers, etc.)</b>				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) &amp; Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)</b>	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000







<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.



Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and







residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.



### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

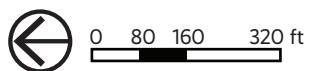
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





## Regional Park Improvement Scenario (Short Term)





<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

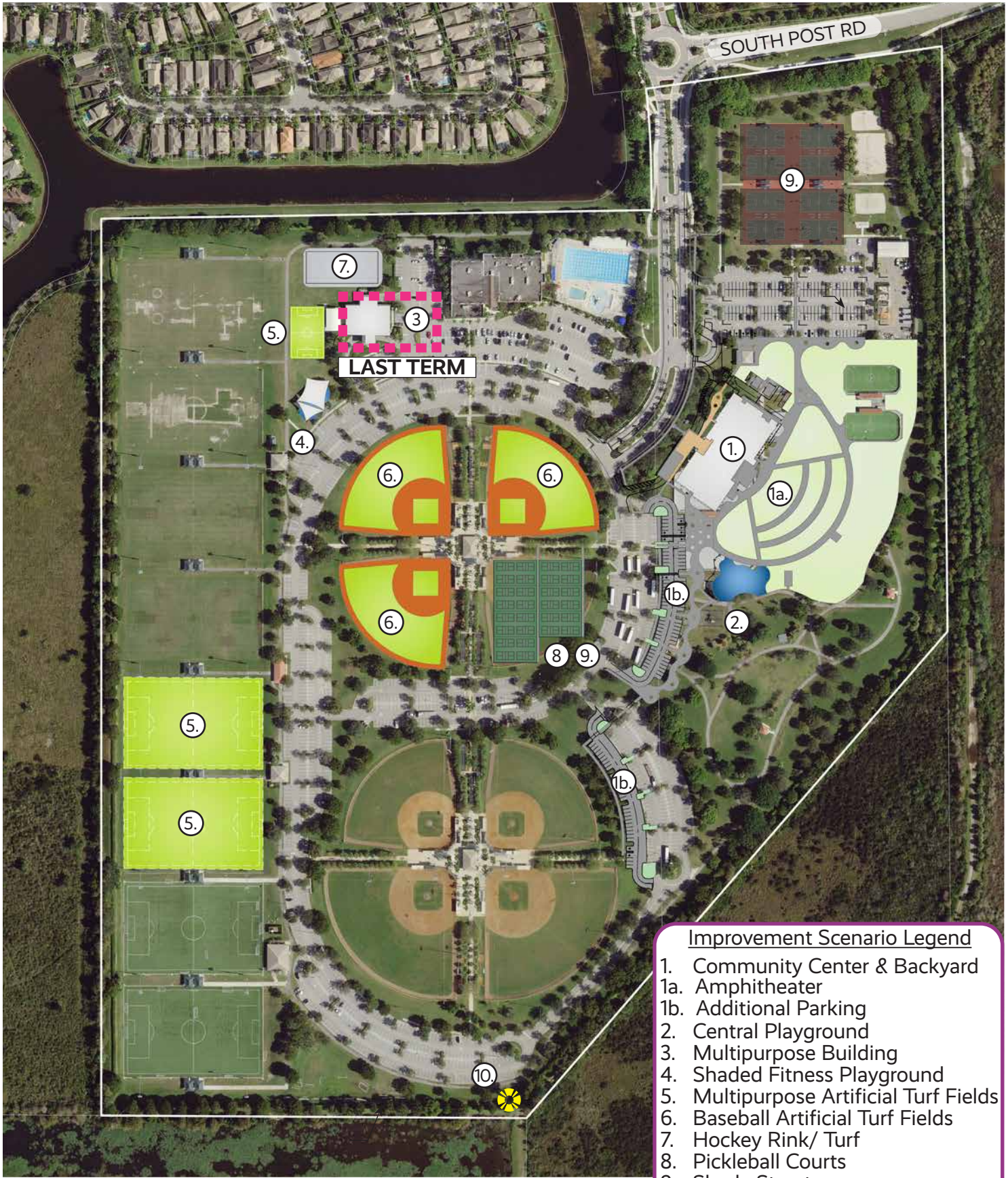
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.







# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

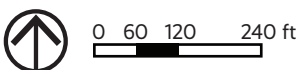
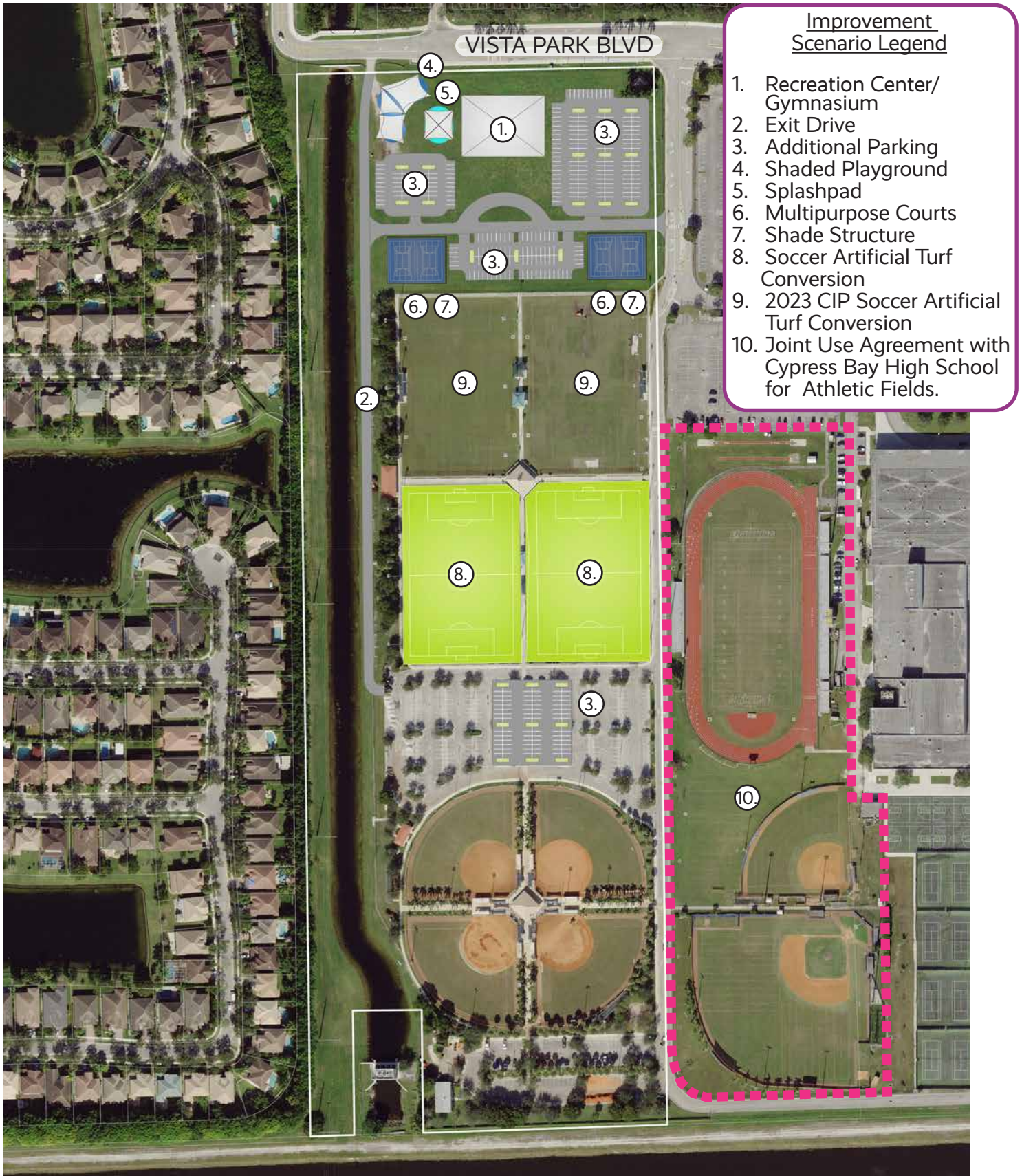
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.





## Vista Park Improvement Scenario





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
			<b>Total:</b>	<b>\$29,400,000</b>
			<b>*Grand Total:</b>	<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
			<b>Total:</b>	<b>\$13,354,500</b>
			<b>*Grand Total:</b>	<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.



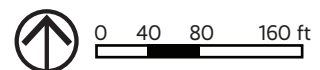




### Eagle Point Park Improvement Scenario



- Improvement Scenario Legend**
1. Playground Upgrade (2023 CIP)
  2. Restroom
  3. Paver Parking
  4. Paths
  5. Shelter
  6. Open Play Field
  7. Multipurpose Courts
  8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

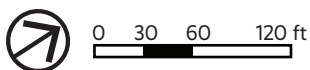




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
1. Playground Upgrade
  2. Shaded Fitness Area
  3. Restroom
  4. Paver Parking
  5. Paths
  6. Open Play Field
  7. Multipurpose Court
  8. Pickleball Court





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



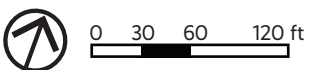


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.

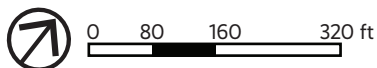




## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario







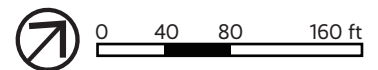
<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.



## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

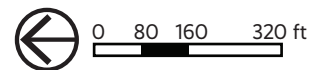
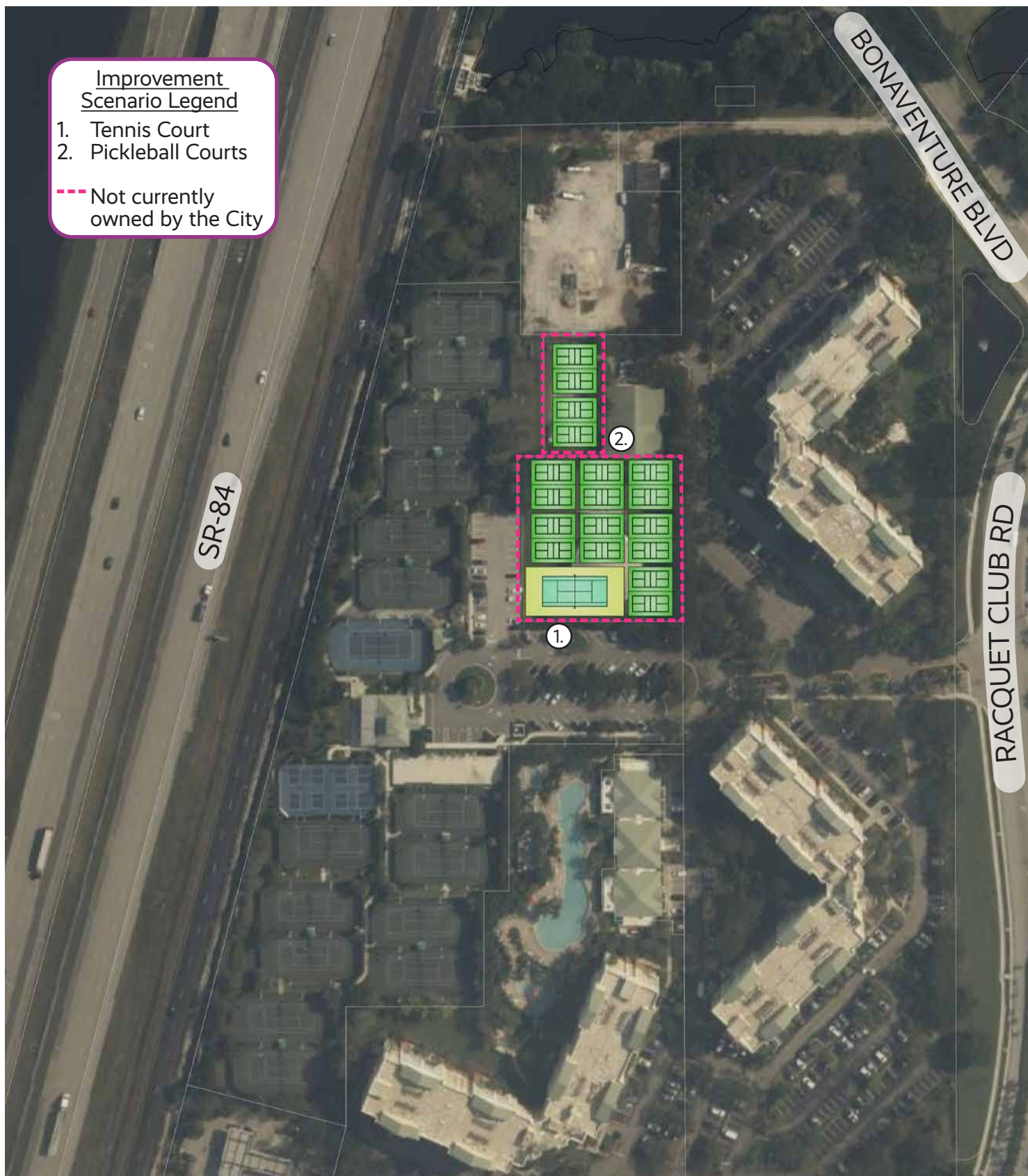
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.







There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers







should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of



the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

#### Department of Business & Professional Regulation:

The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00







Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





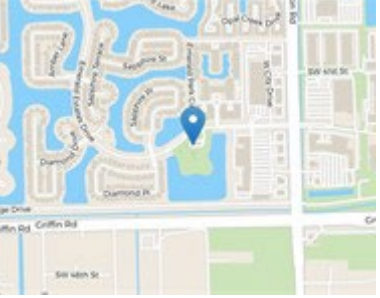

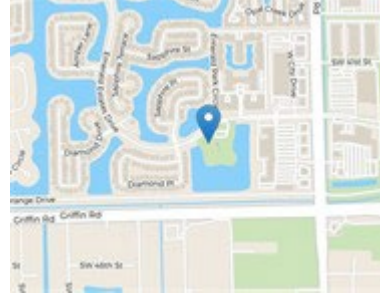

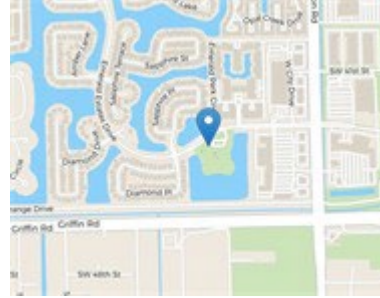

Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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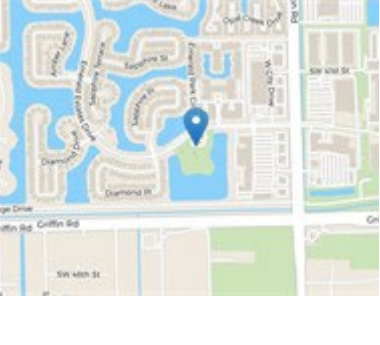

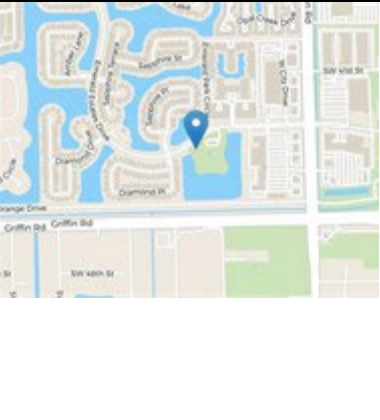

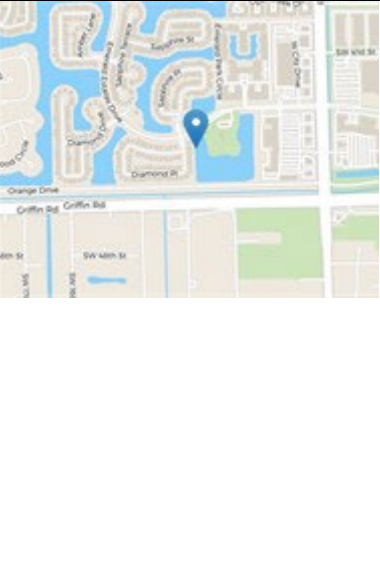



# ADA FIELD EVALUATION

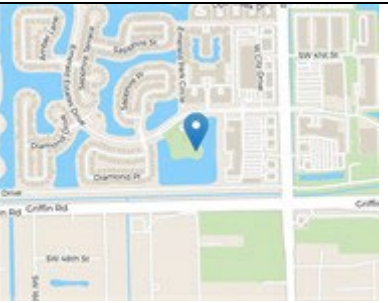

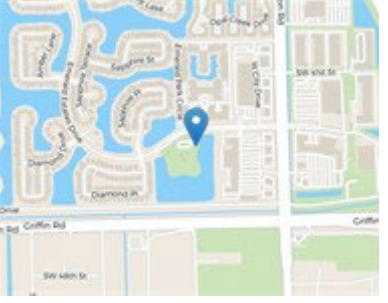

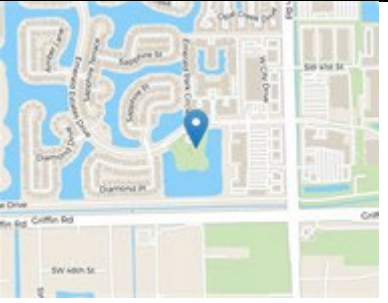

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

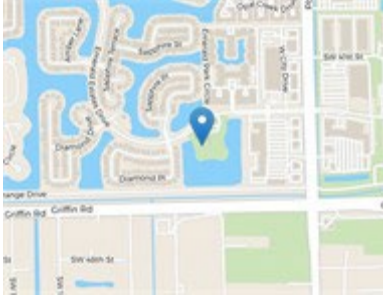

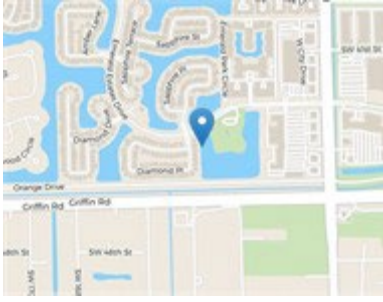

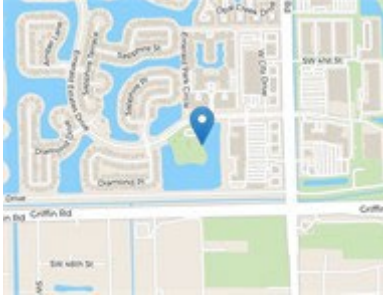

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

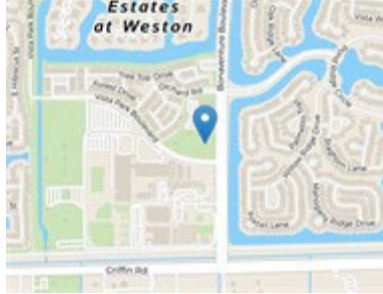





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			






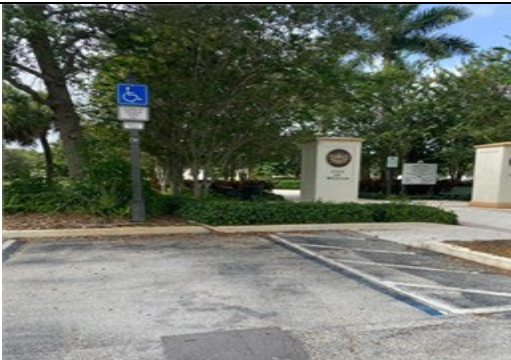

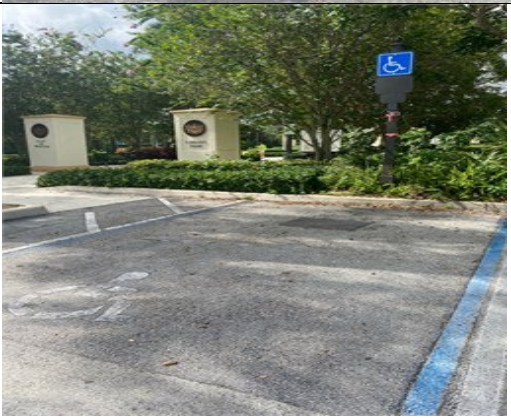
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	








<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

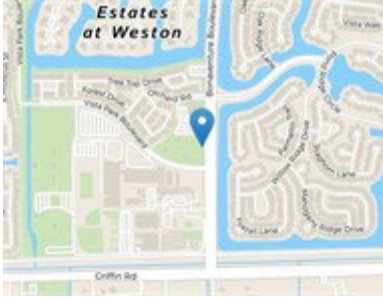





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



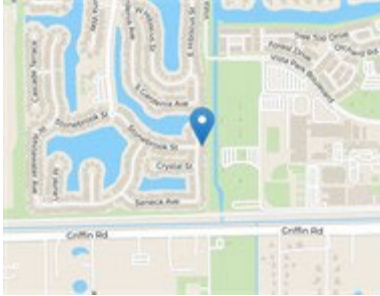

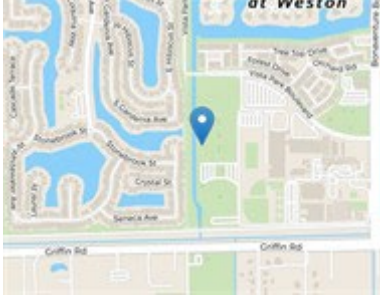

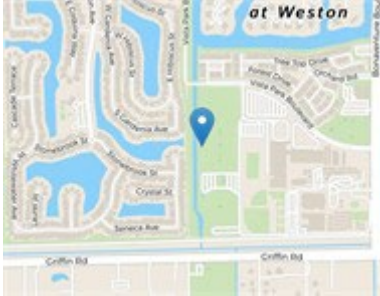

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



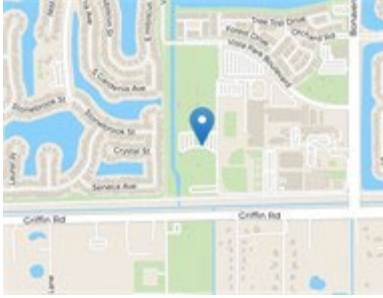

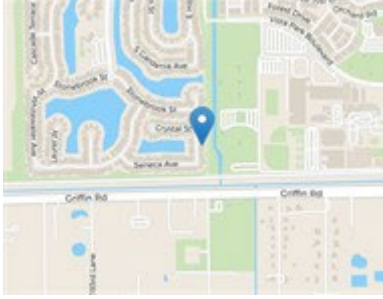


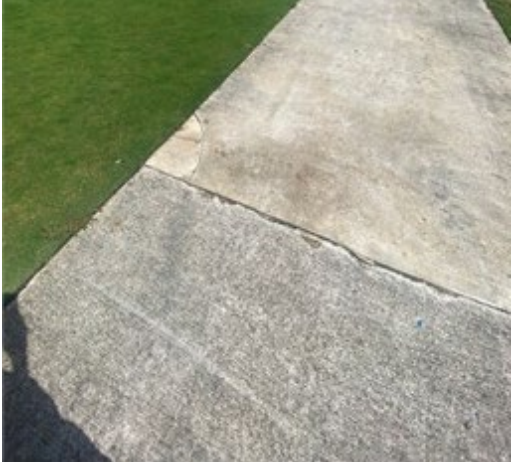
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





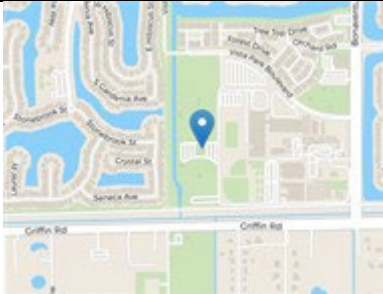

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





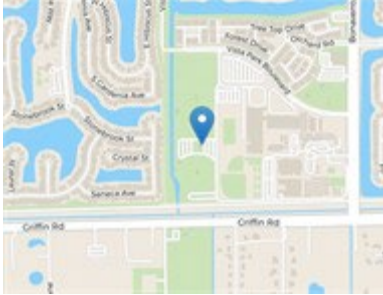

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





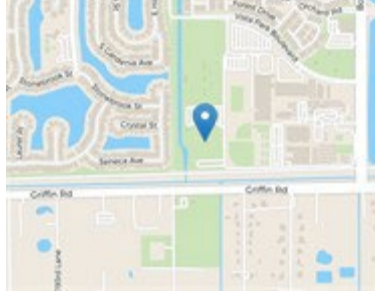



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	





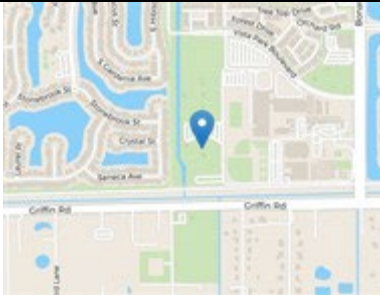


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	





<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



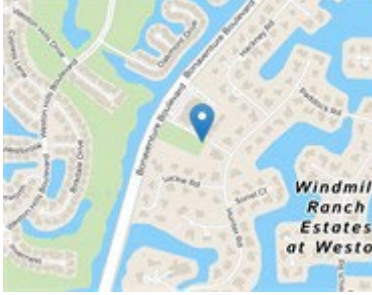



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			















<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				

<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

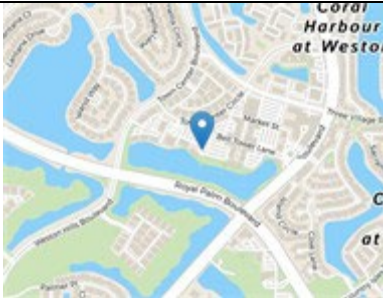

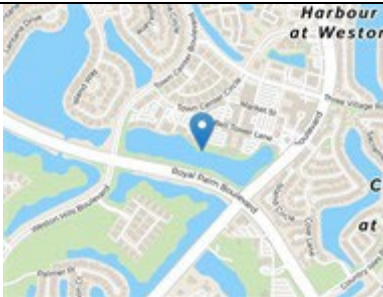

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




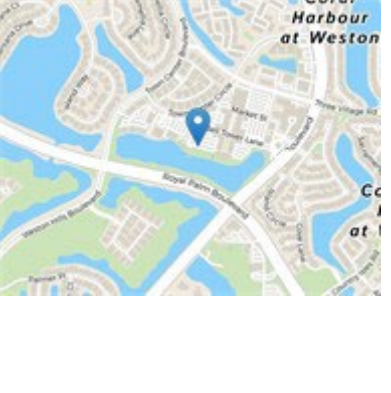

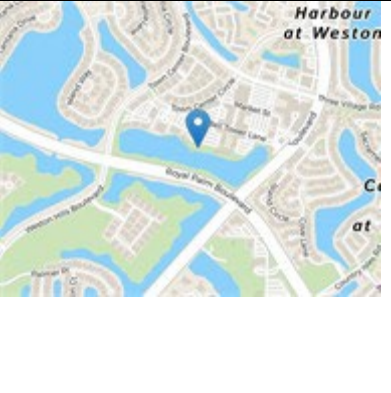

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

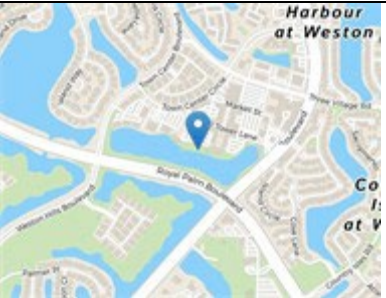

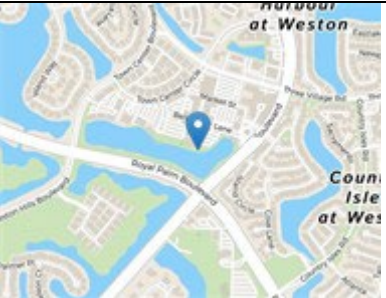

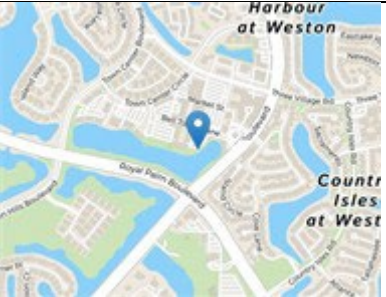

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	



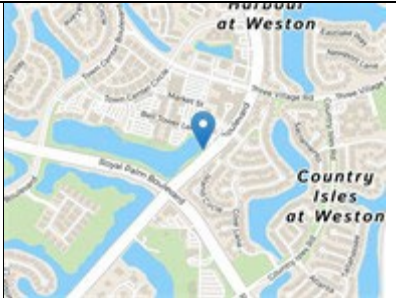



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



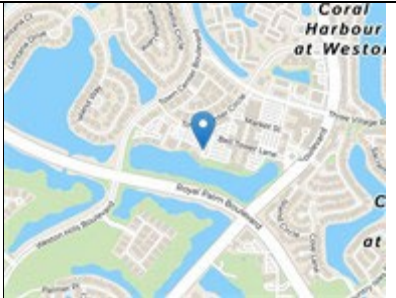

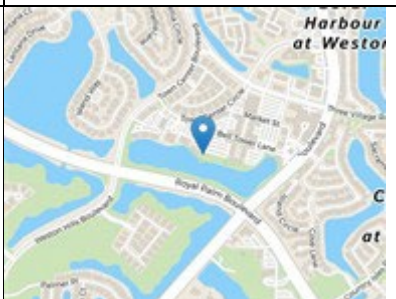

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





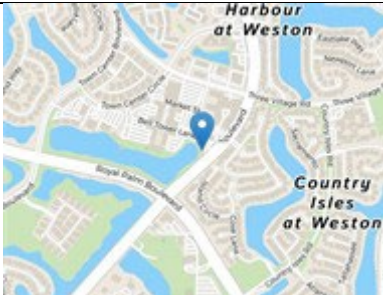

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




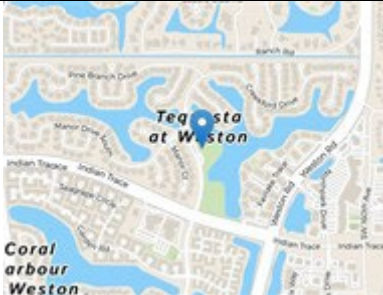
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			





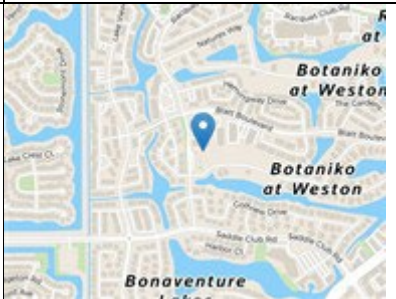



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




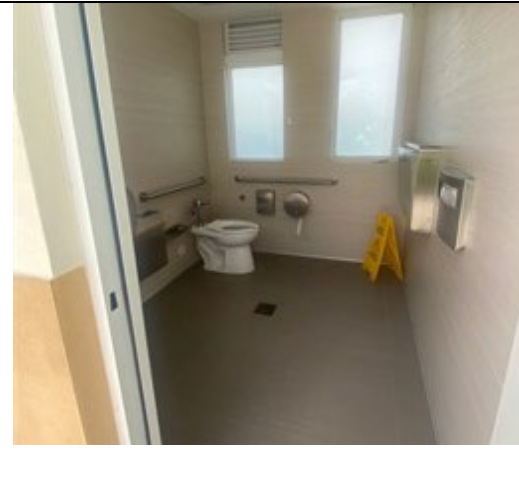




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

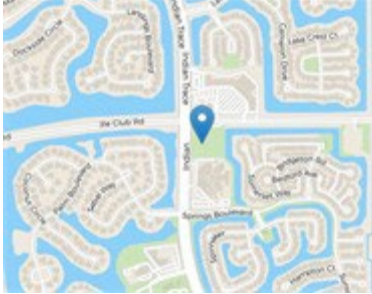



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			





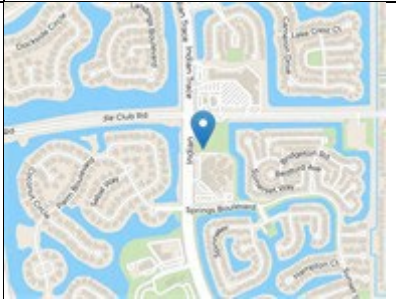

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




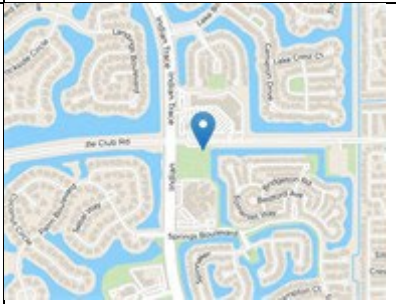


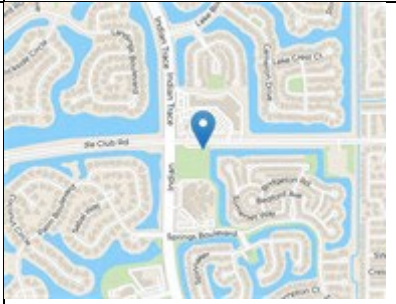

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


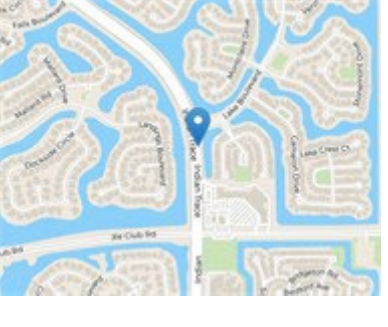

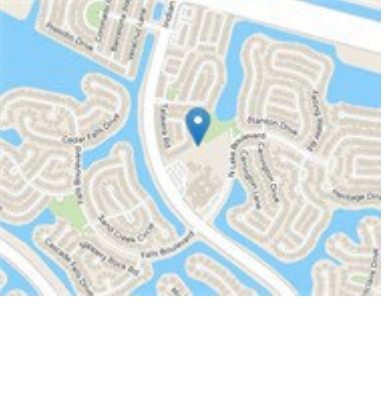

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



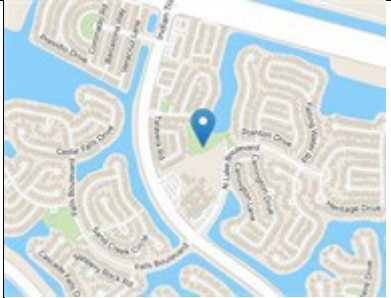

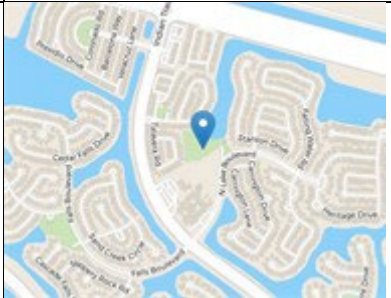

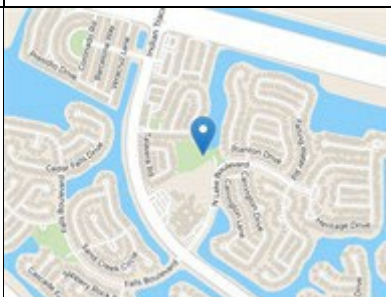

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



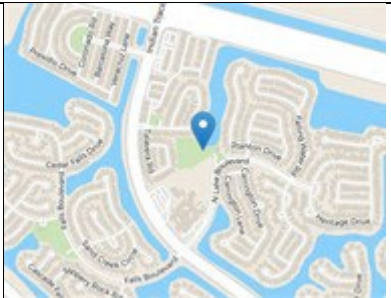

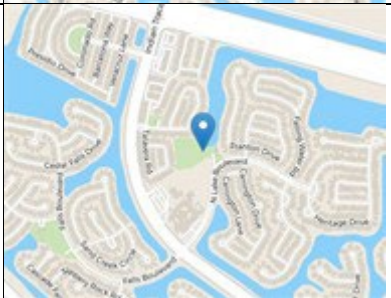


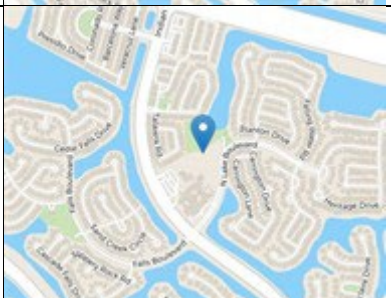

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

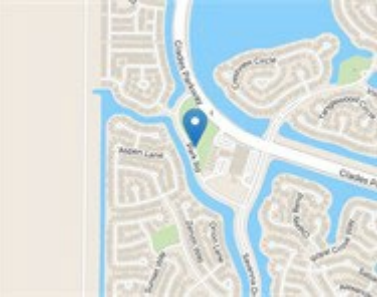

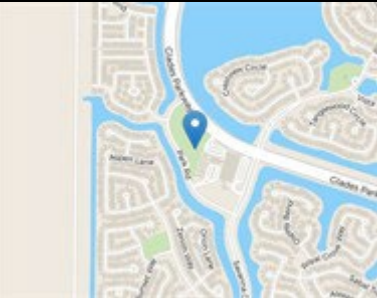

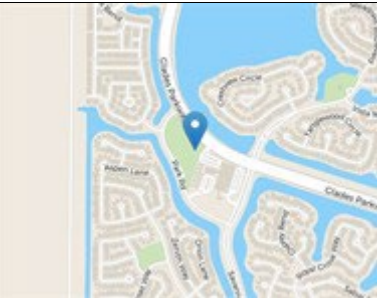

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



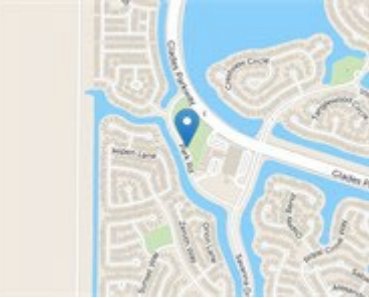

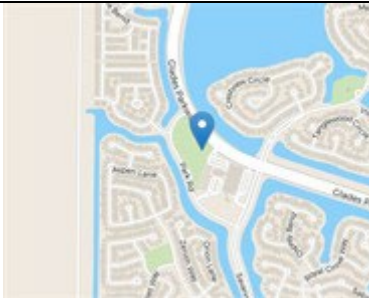


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	




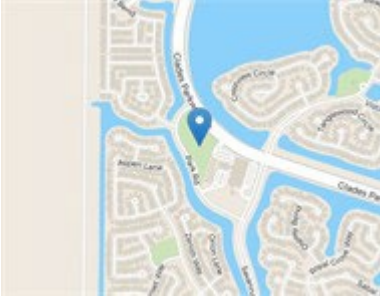

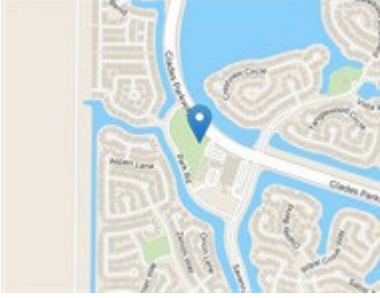

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

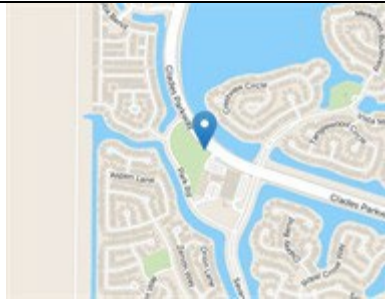

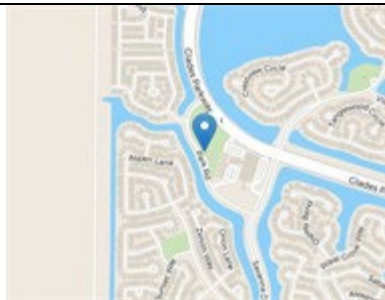
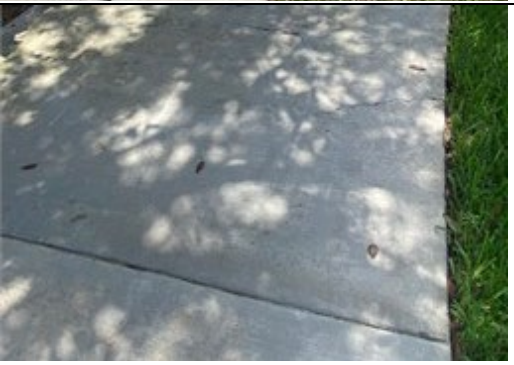
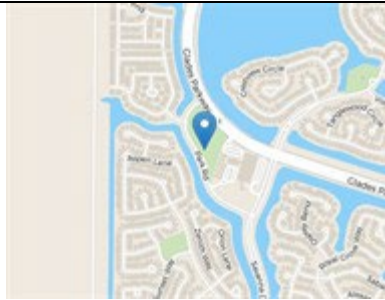



<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

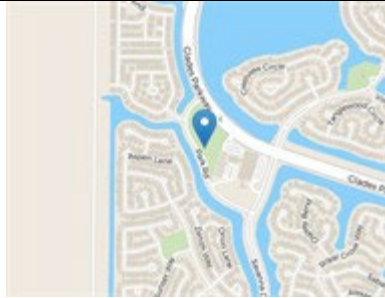

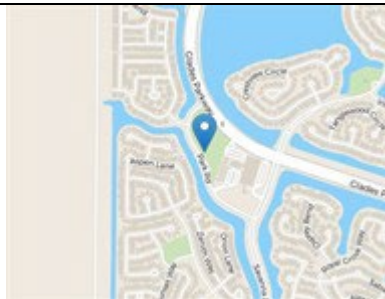

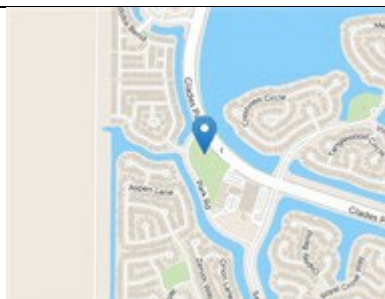
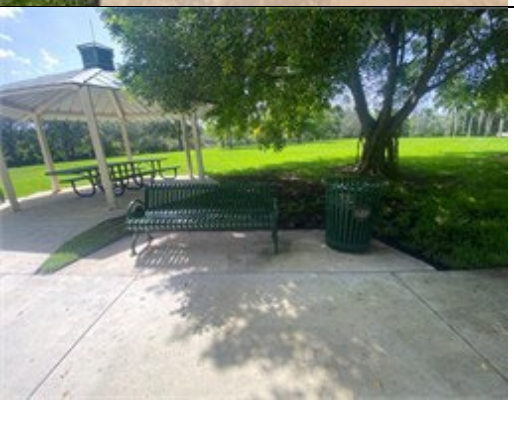



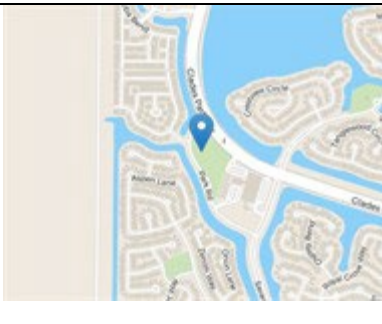
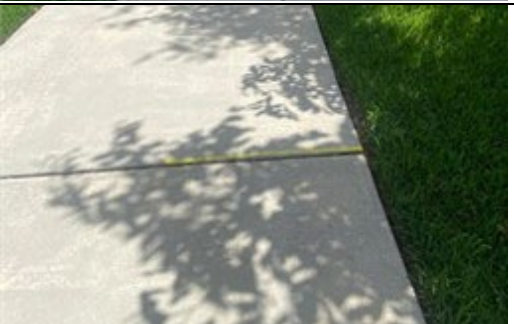
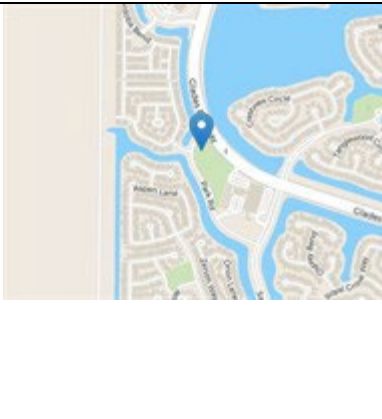

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

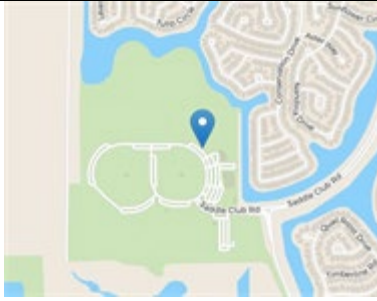

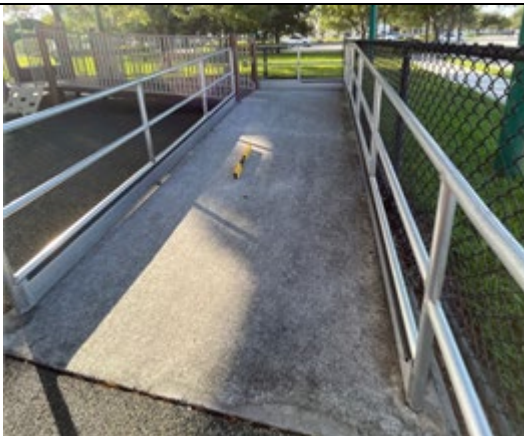

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



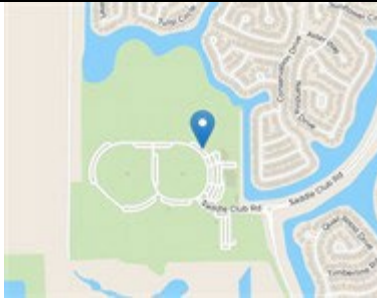

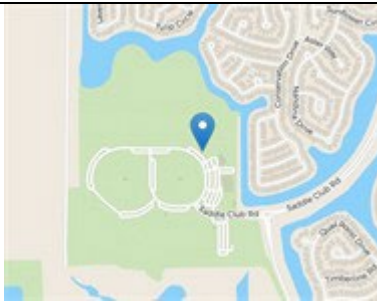

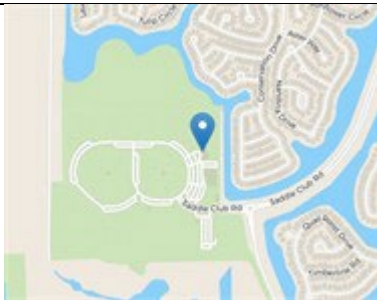

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

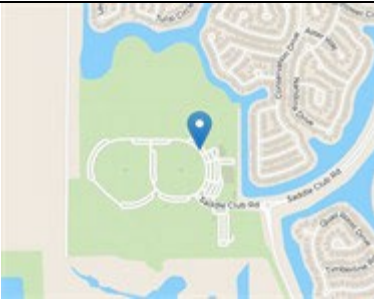

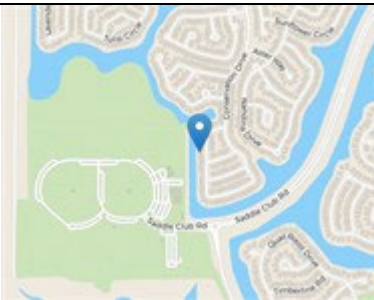

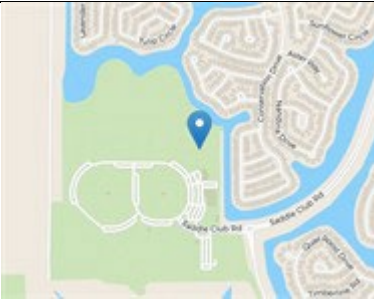

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			



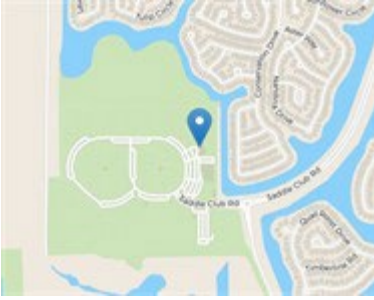

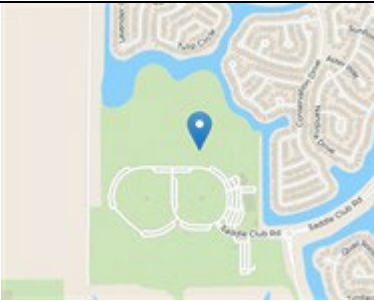

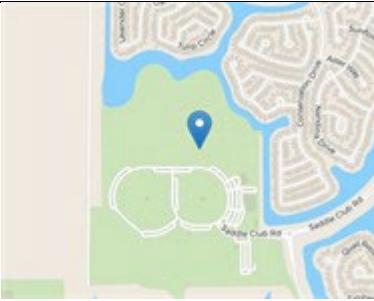

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

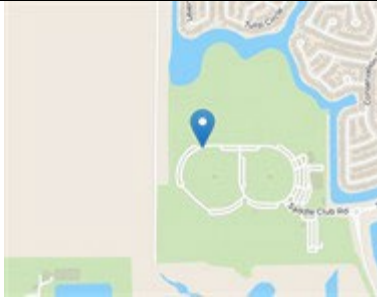
<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

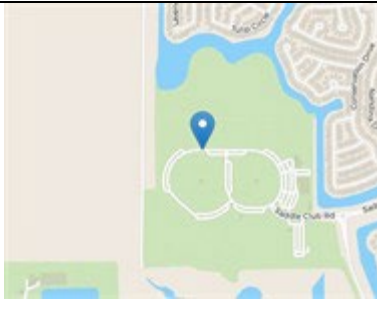

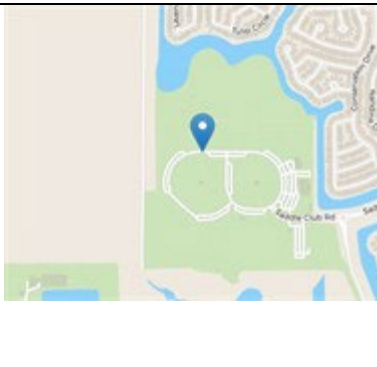

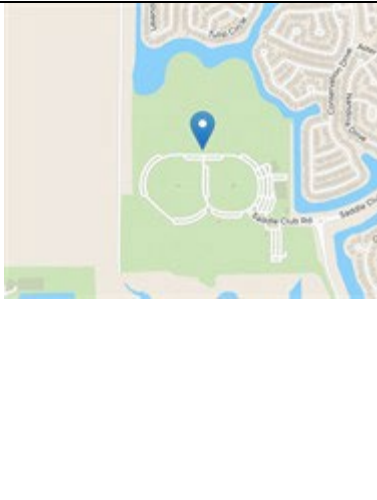
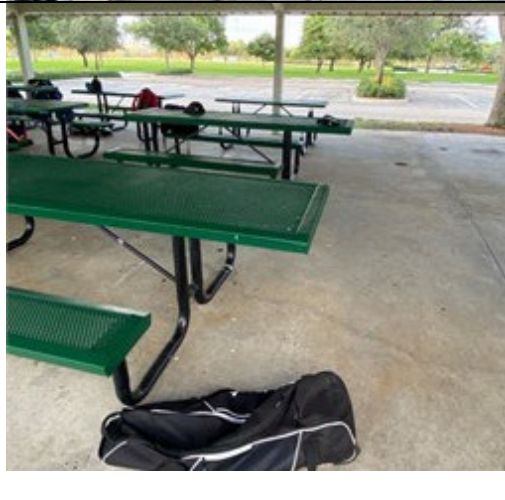


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

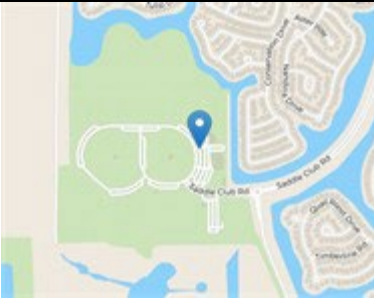

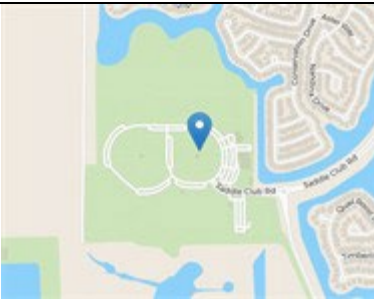

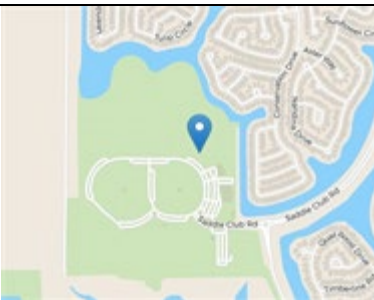



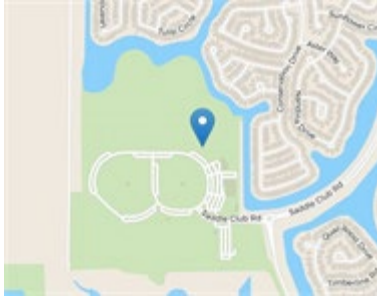


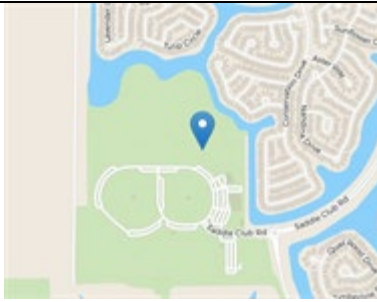

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

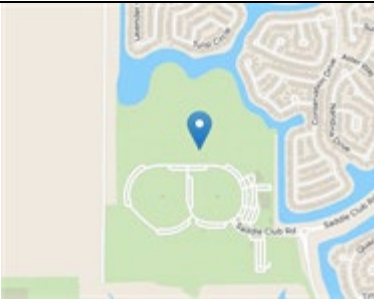


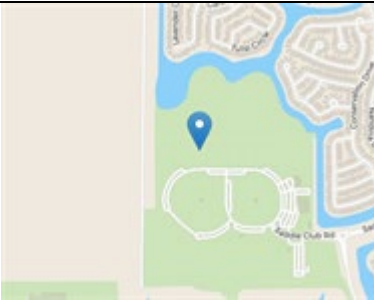

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

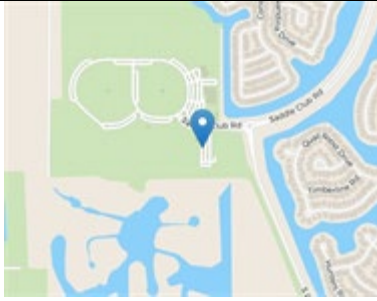

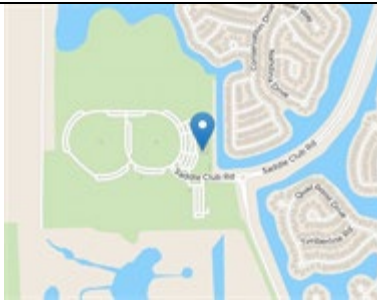

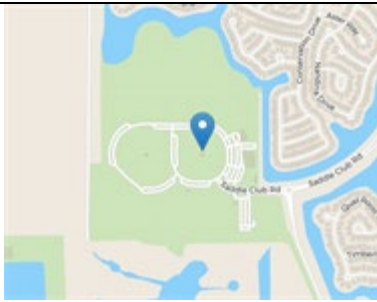




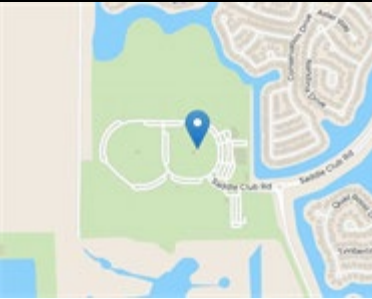

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


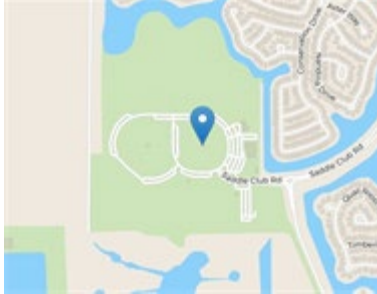

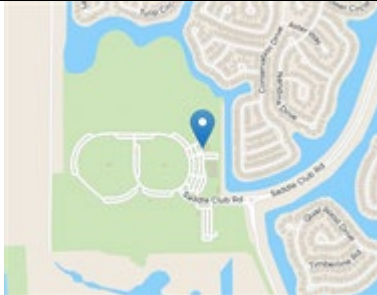

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

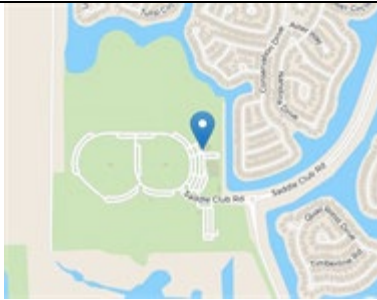

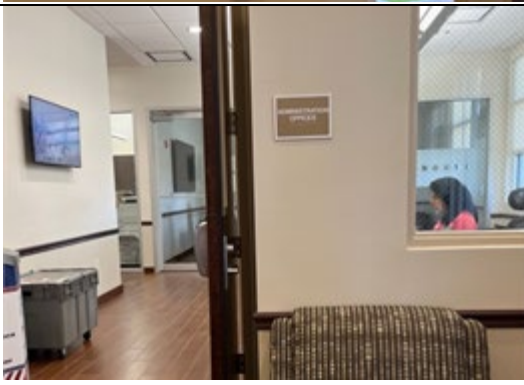
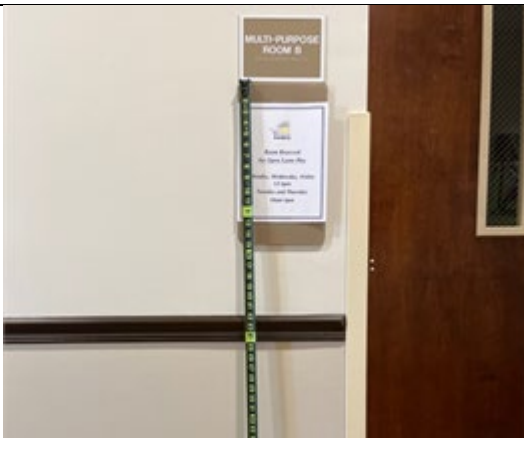


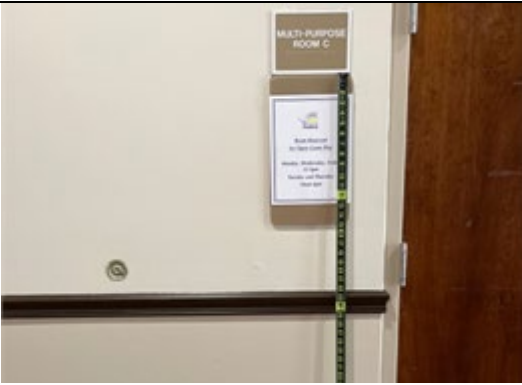

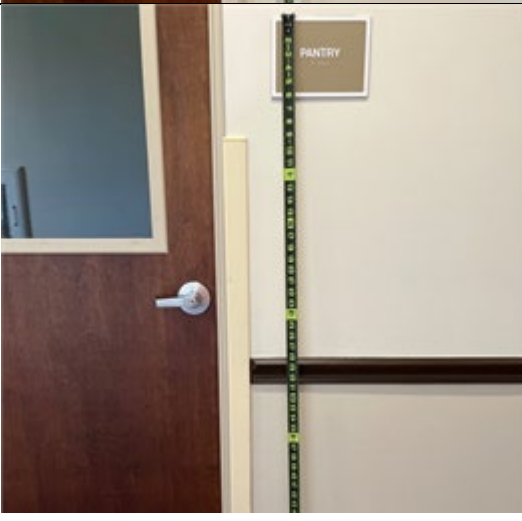
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

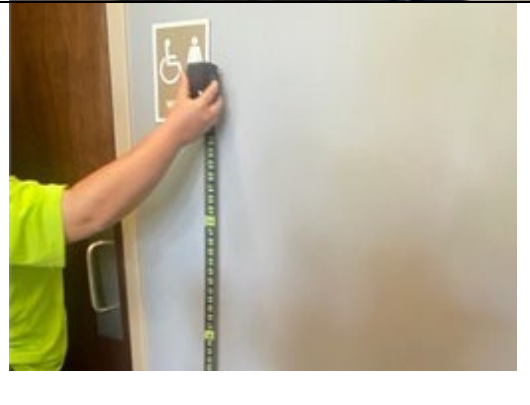
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

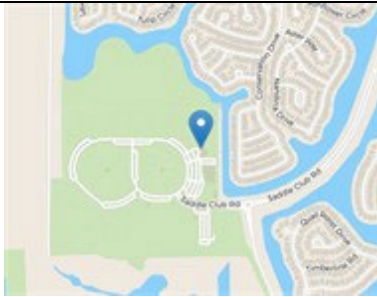
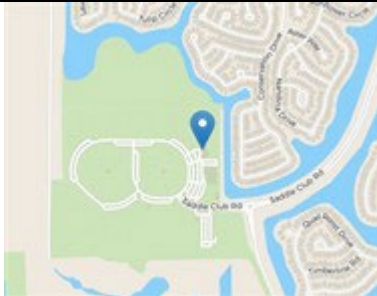



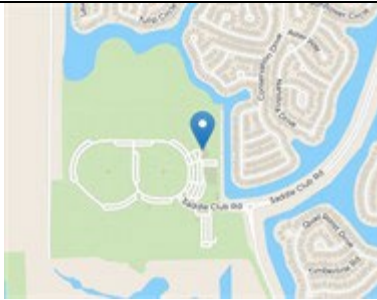

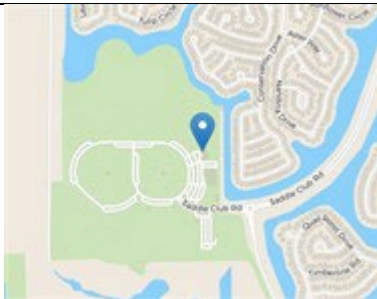
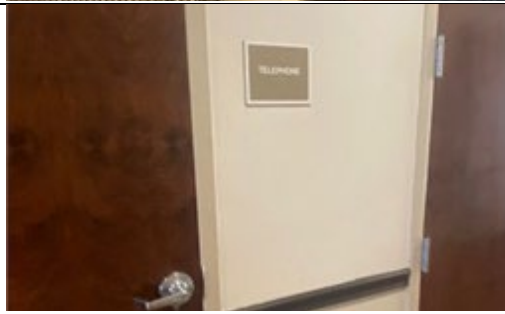
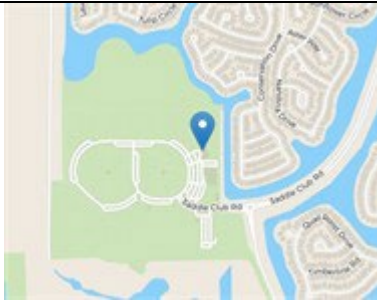

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

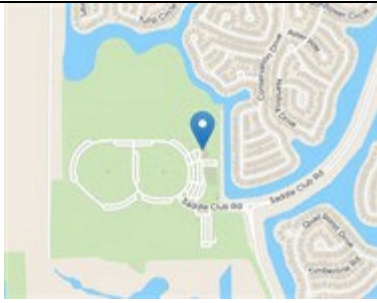

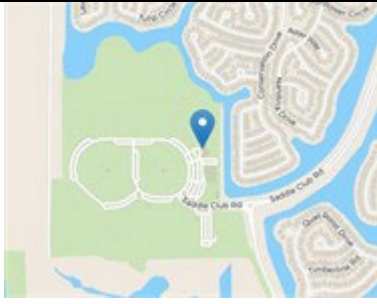

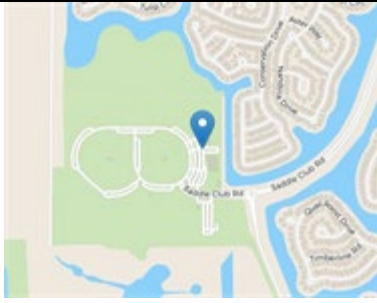

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



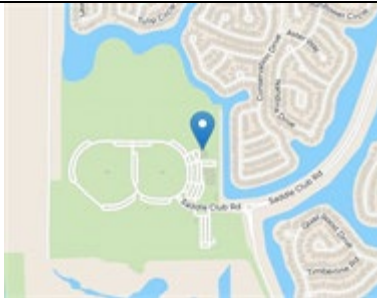



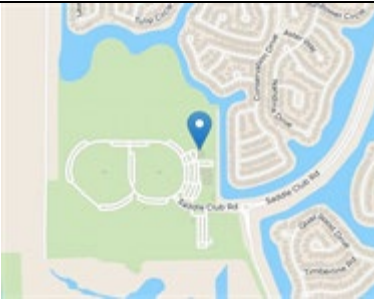

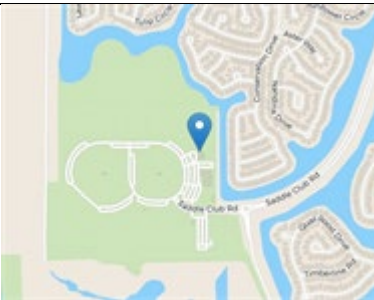

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

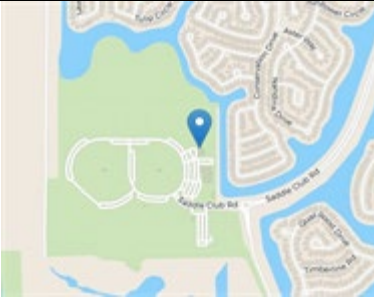


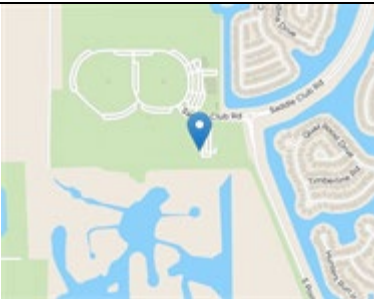

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

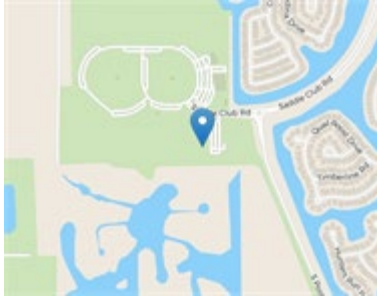

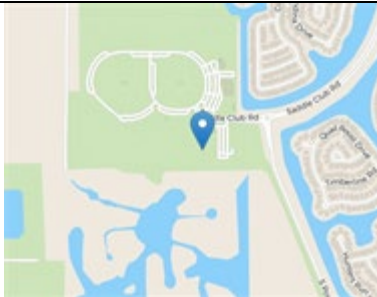

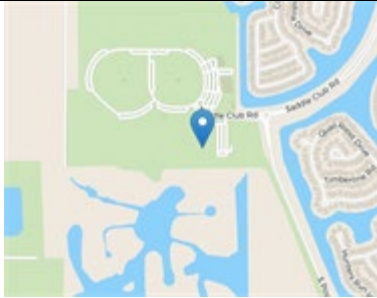



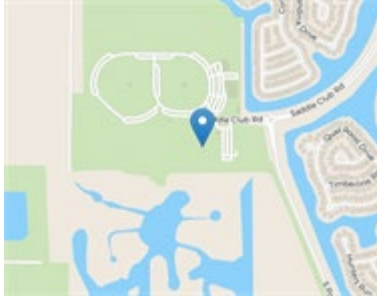


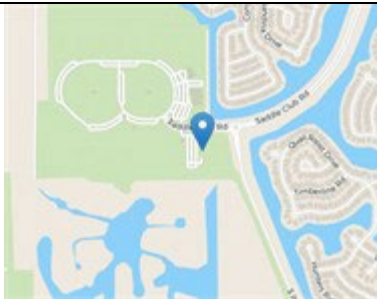

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

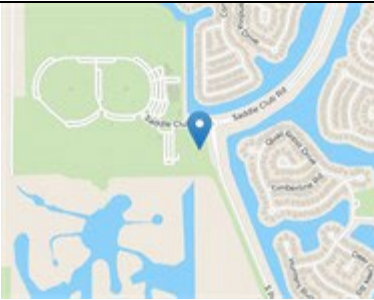

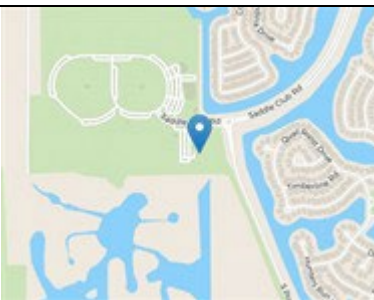

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

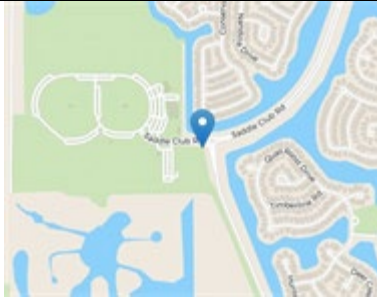




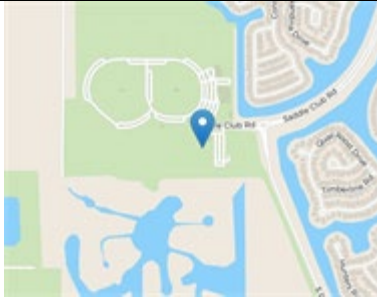

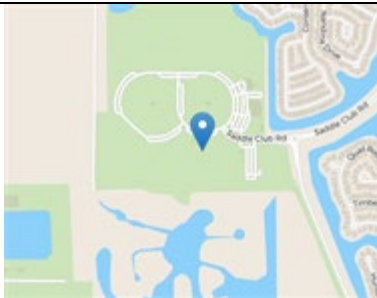

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

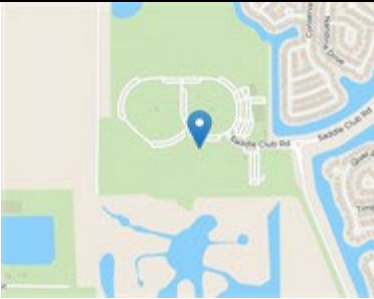

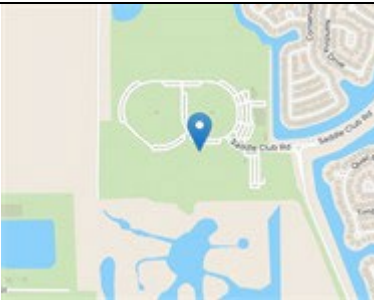



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

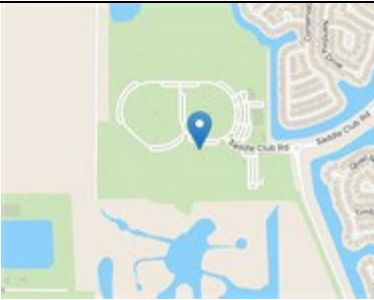

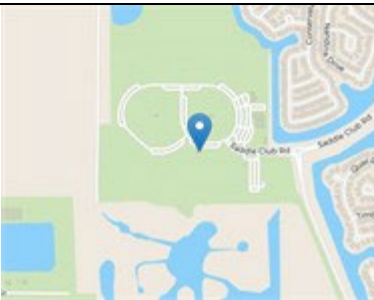

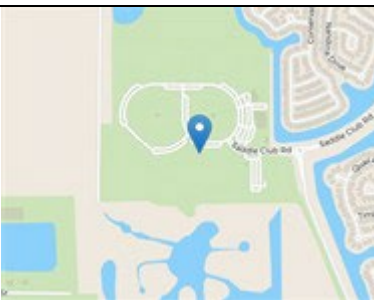



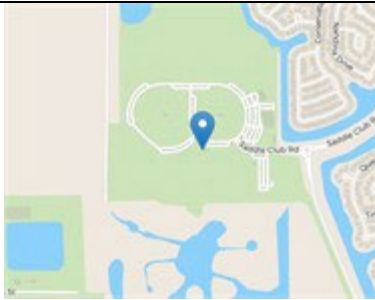

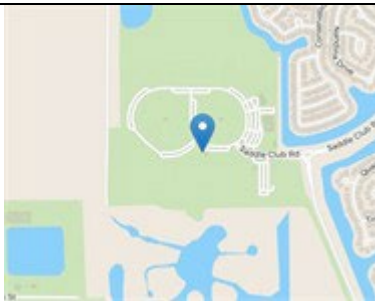

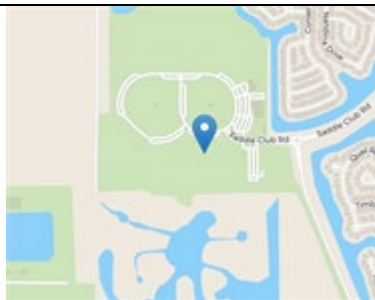
<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

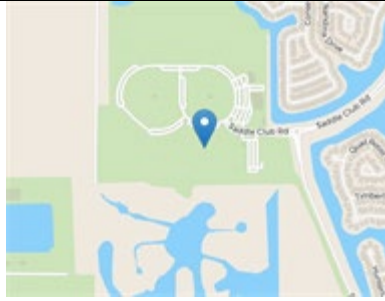

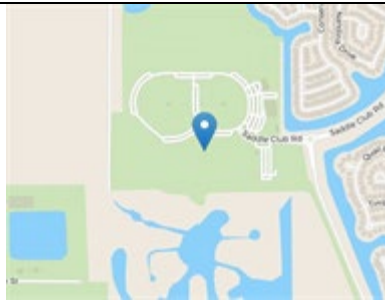

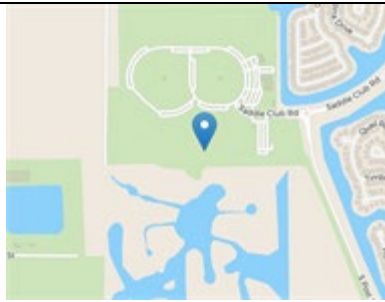
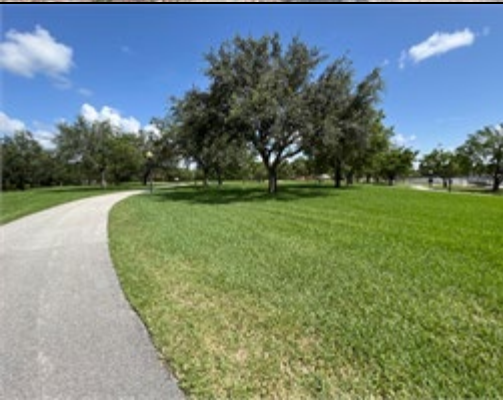
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

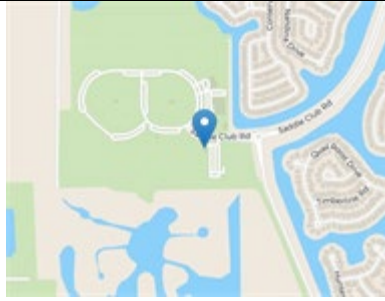

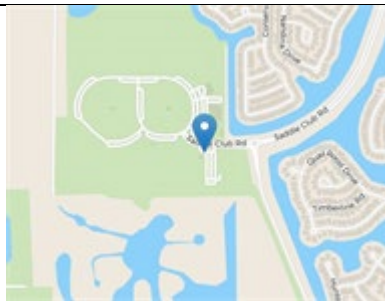





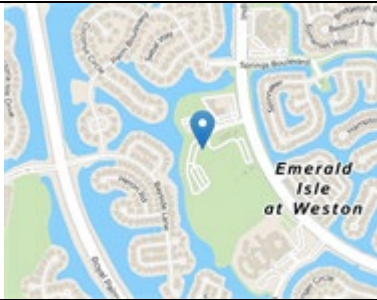

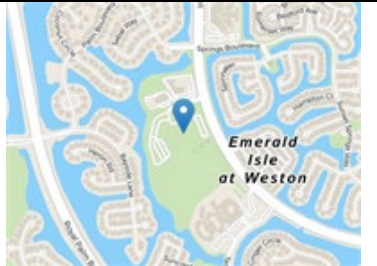



<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

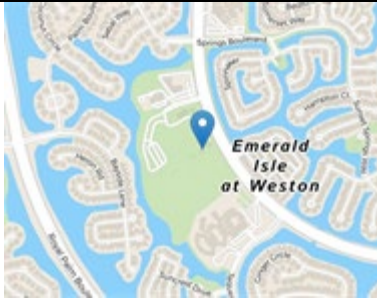

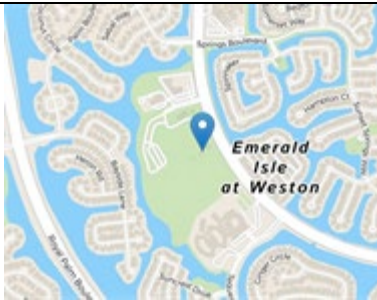



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



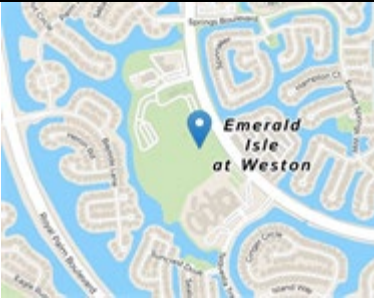




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



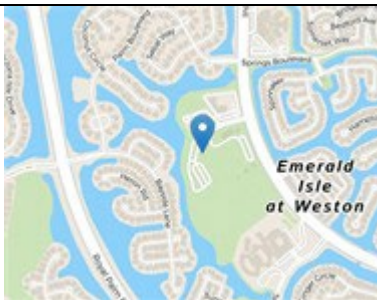



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			




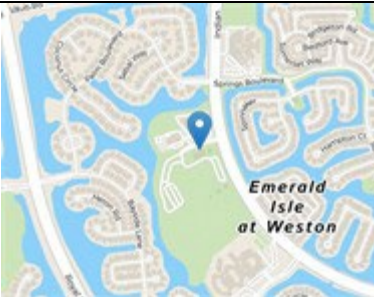



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	

<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

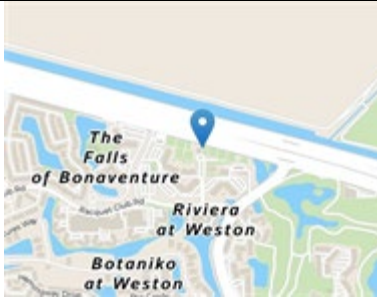

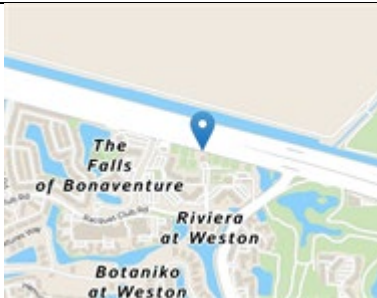




<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

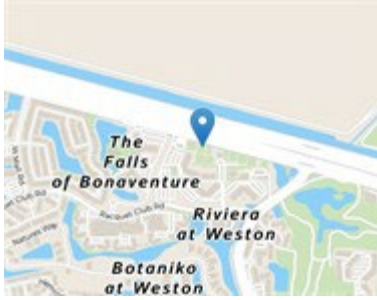

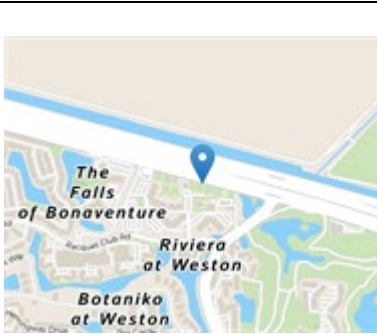

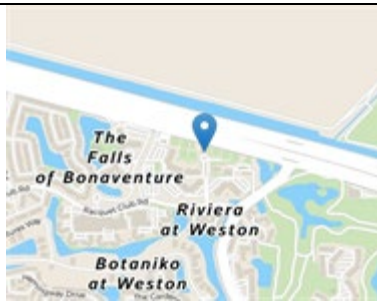
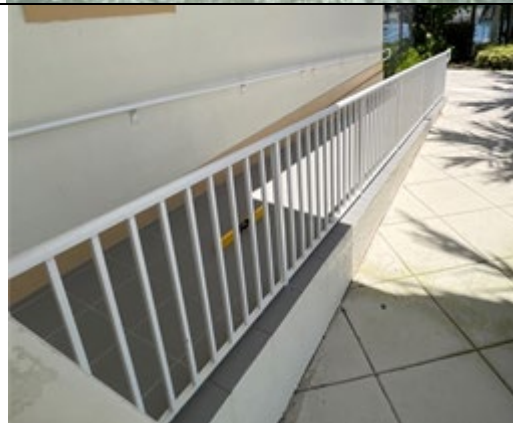
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

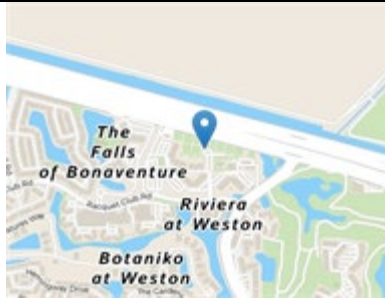

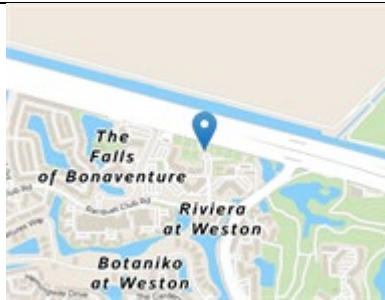

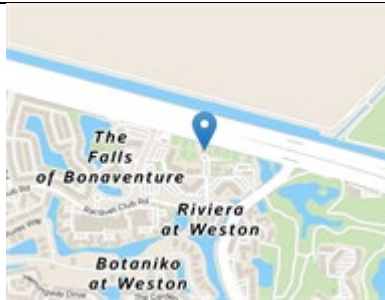



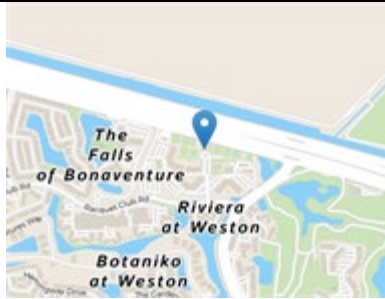

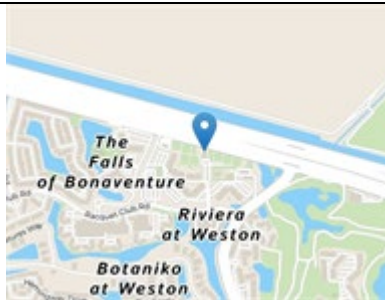

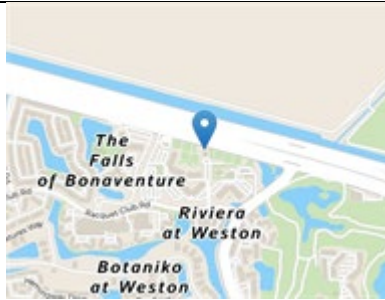

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the







number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.







## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**





## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

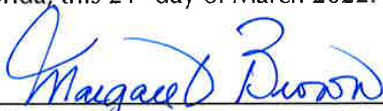
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

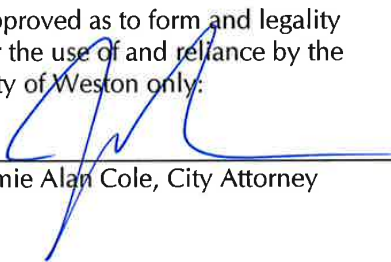
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Print Name

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

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PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14





CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:







## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center (“Center”) to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR’S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY’S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.







5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.







- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.





## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.







- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.





- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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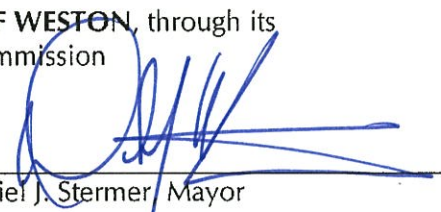




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

CITY OF WESTON, through its  
City Commission

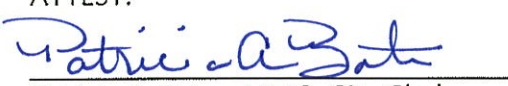
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

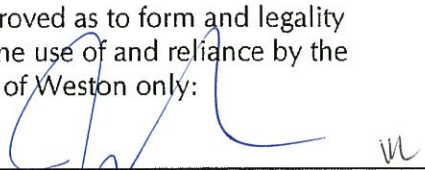
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																									
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____																									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____																									
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 10%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER				E.L. EACH ACCIDENT				\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																													
	E.L. EACH ACCIDENT				\$ 1,000,000																											
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																											
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.







**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

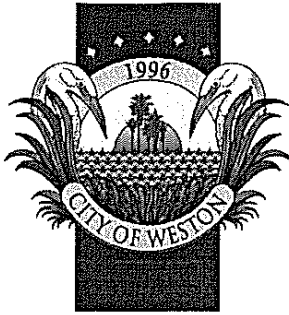
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:**      \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

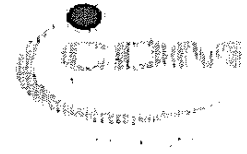
John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>





November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls







**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-RCS-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522
CONTRACTOR NAME: Cliff Drysdale Management, Inc.
CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132
CONTRACTOR PHONE NO: (830) 625-5911
SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200
OWNER NAME: City of Weston, Florida
OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326
OWNER PHONE NO.: (954) 385-2000
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)
OBLIGEE ADDRESS:
OBLIGEE PHONE NO.:
BOND AMOUNT: \$100,000.00
CONTRACT NO.: (If applicable) RFP NO. 2015-14
DESCRIPTION OF WORK: Tennis Center Operator Services
PROJECT LOCATION: Citywide
LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8







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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) Phased Construction. It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) Schedule for Development of Premises. Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) Continued Obligations. Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) Removal of Debris. If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) Minor Damage. If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) Major Damage to or Destruction of the Premises. If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as Exhibit F, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant’s actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord’s approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

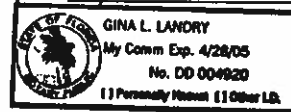
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

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10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

**Notes:**

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed: *Gregory J. Clements* Dated: 10-2-01  
 Gregory J. Clements  
 Professional Surveyor and Mapper No. 4479  
 State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

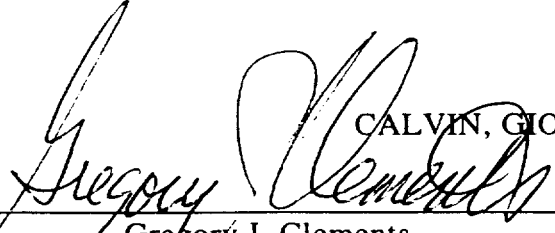
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





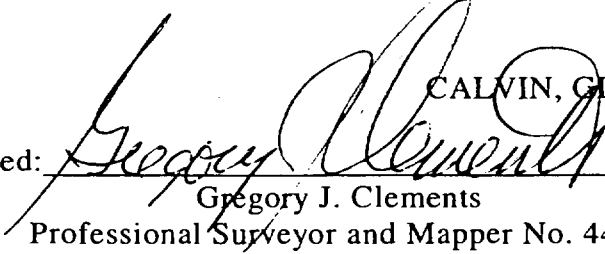
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

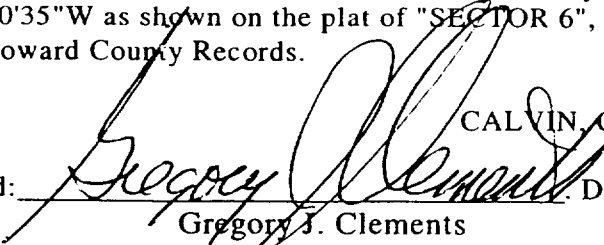
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



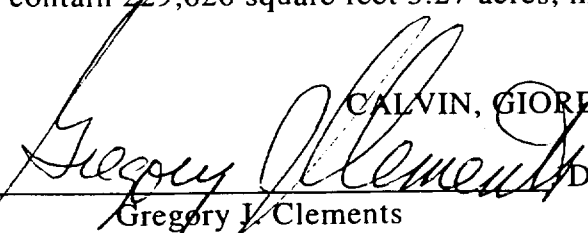
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

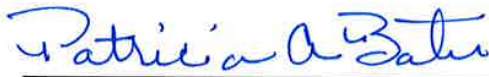
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

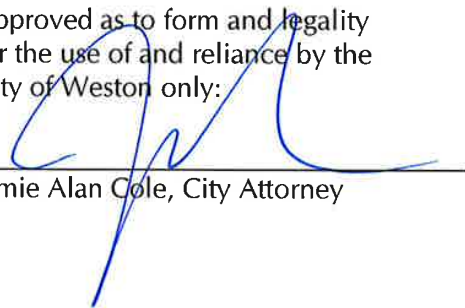
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.







**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

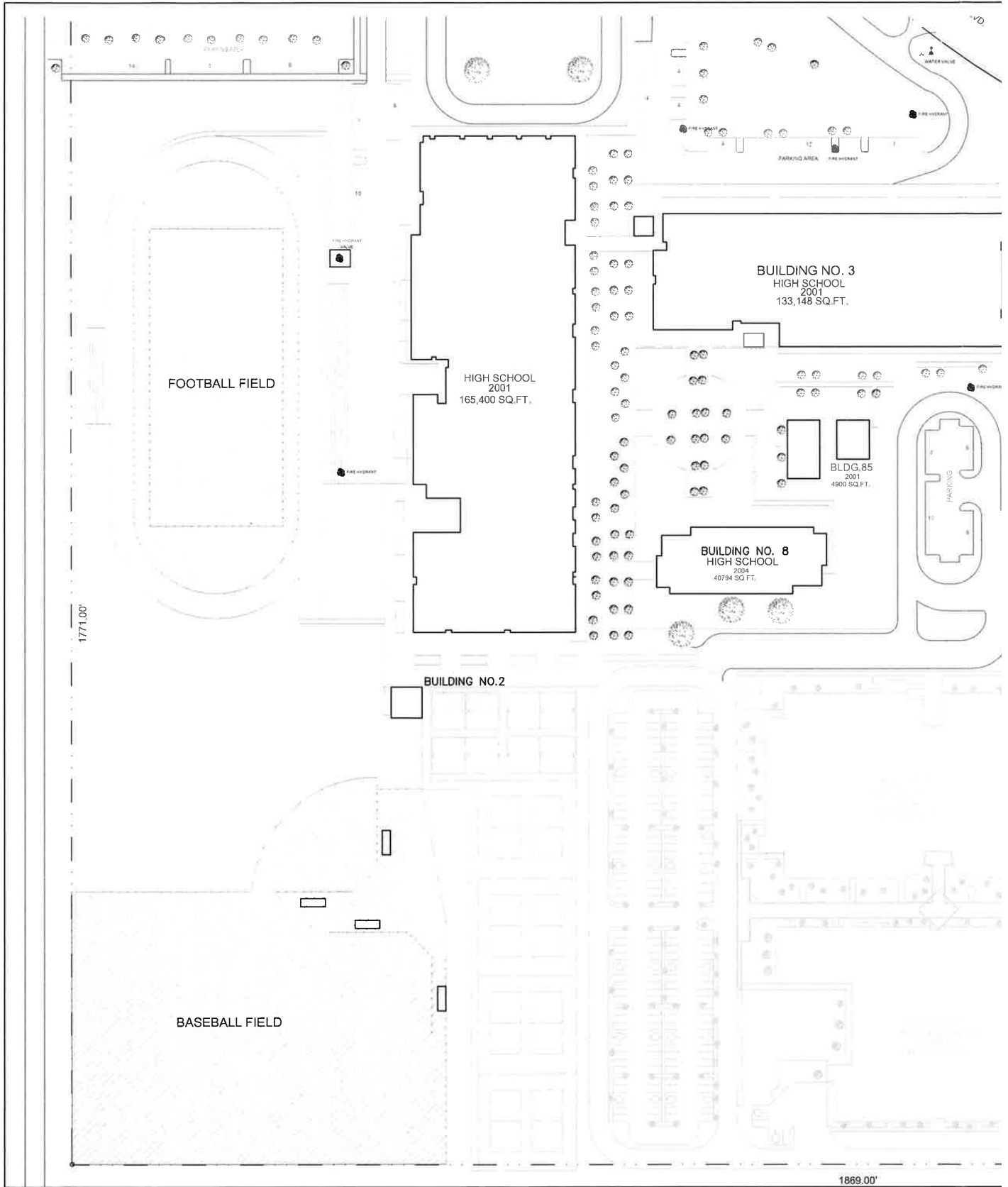
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

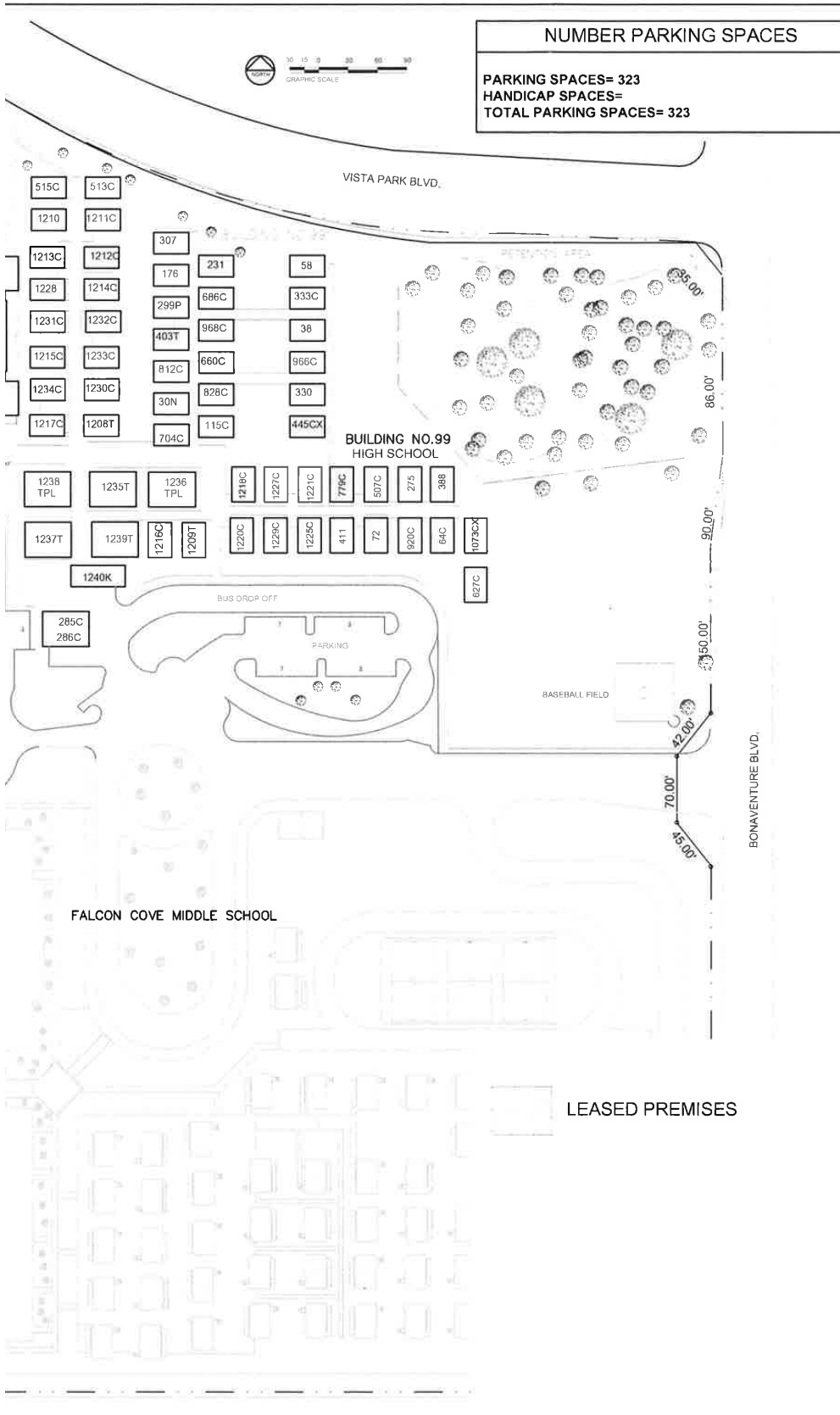
(CITY SEAL)







"EXHIBIT A"



**Broward County  
Public Schools**

Facility Planning & Real Estate  
Department  
600 S.E. 3rd Avenue, 8th Floor  
Fort Lauderdale, FL 33301  
Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M. J. ...	...
2	11/15/07	...	...
3	11/15/07	...	...
4	11/15/07	...	...
5	11/15/07	...	...

**CYPRESS BAY  
HIGH SCHOOL**

18600 VISTA PARK BLVD  
WESTON FL, 33332

CAD FILE NAME:  
FH3623SP1

ORIGINAL ISSUE DATE:  
OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:



Approve



Disapprove

Name

Title

Date

Signature:



Approve



Disapprove

RATIONALE FOR DISAPPROVAL







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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston

Help us create the future of our parks!

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

¡Ayúdanos a dar forma al futuro de nuestros parques!

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996

CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

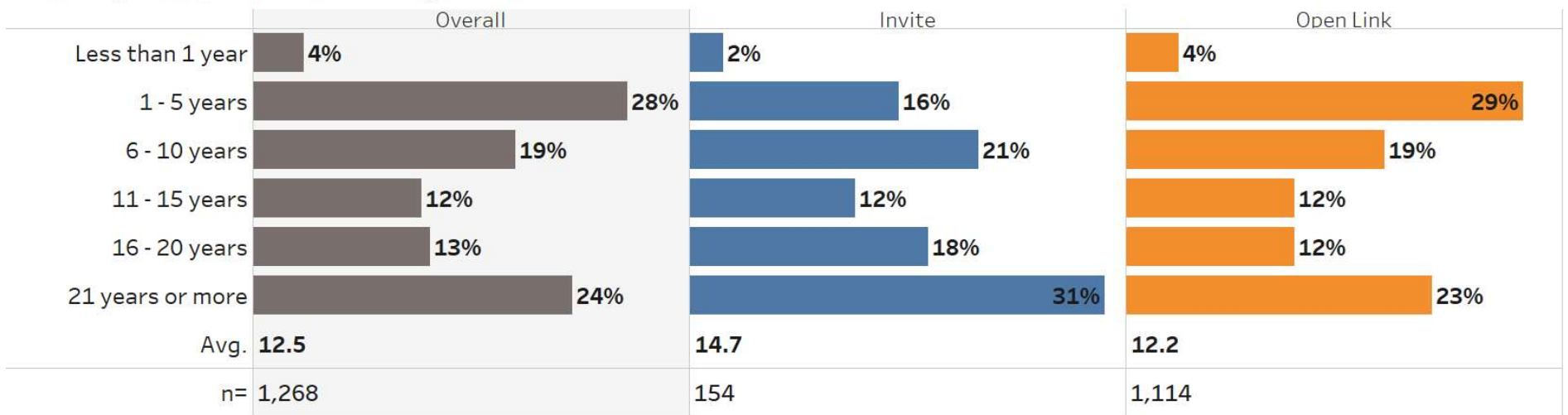
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G

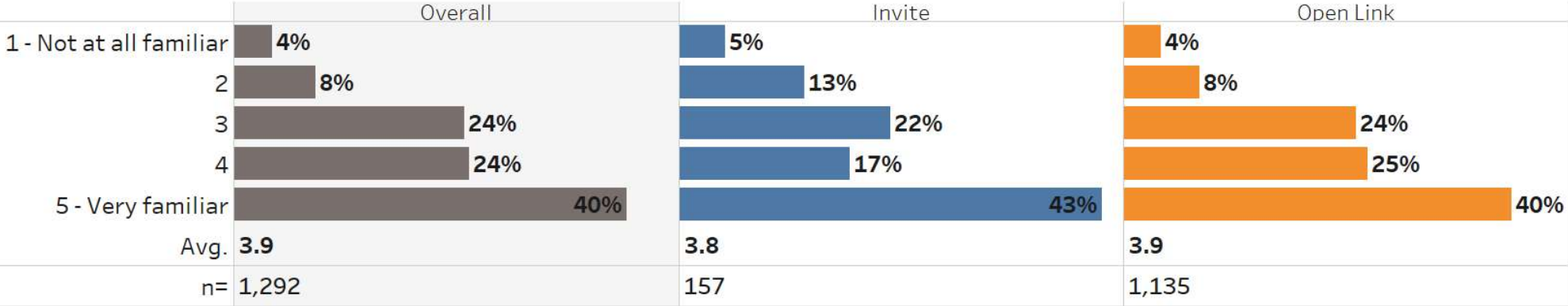
**City Parks**

- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

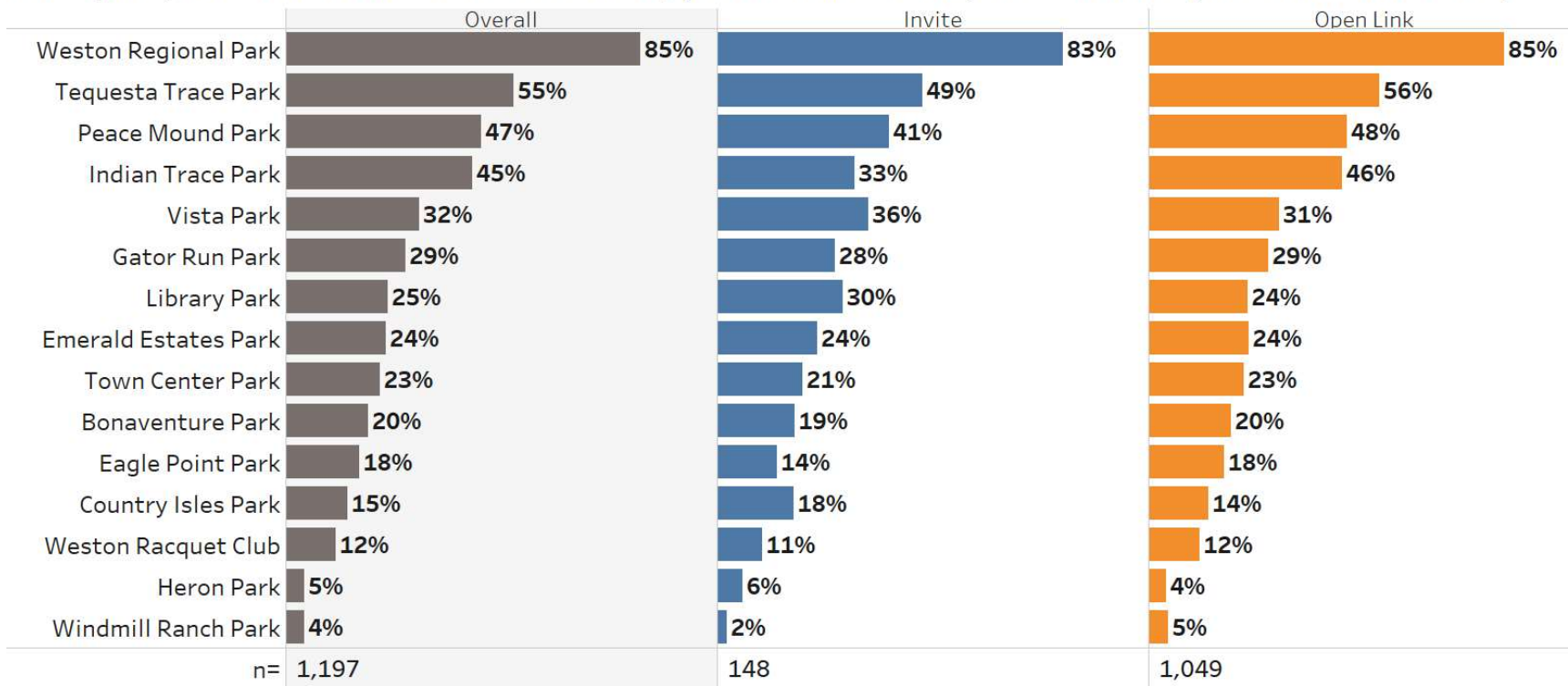
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



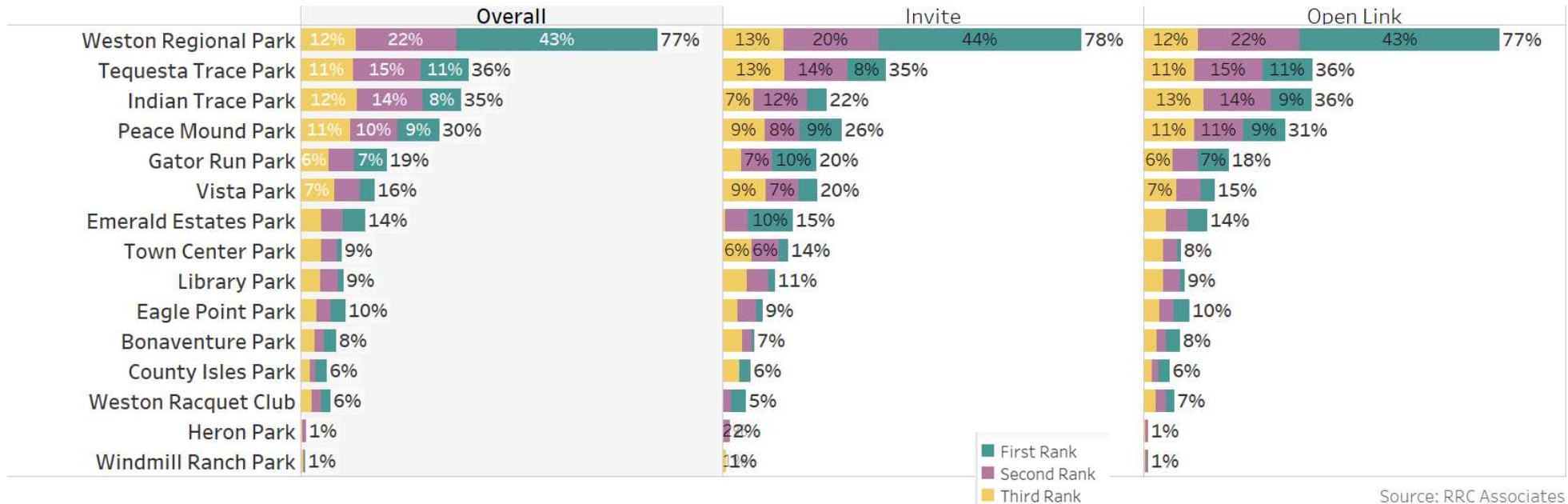
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

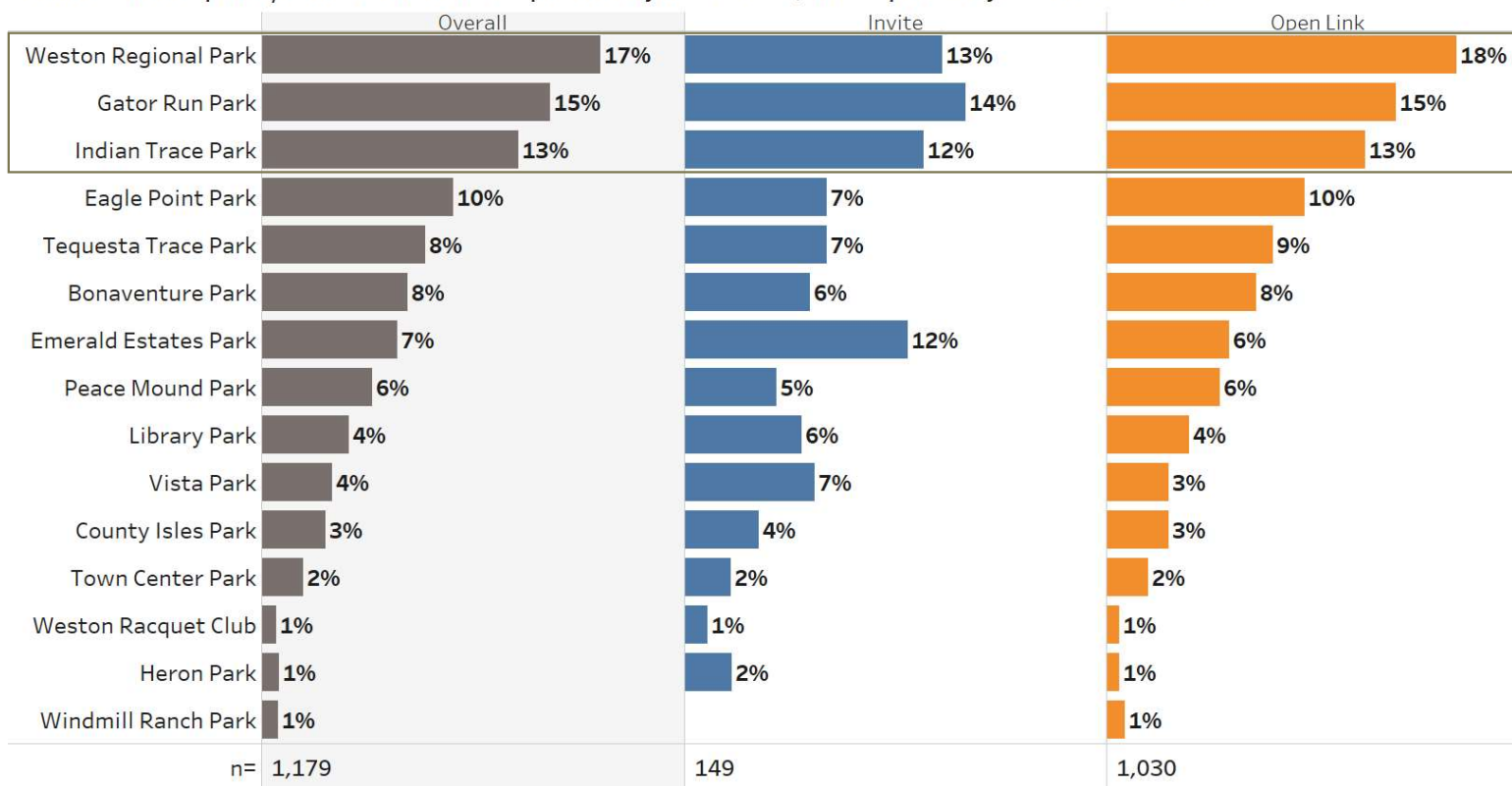


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

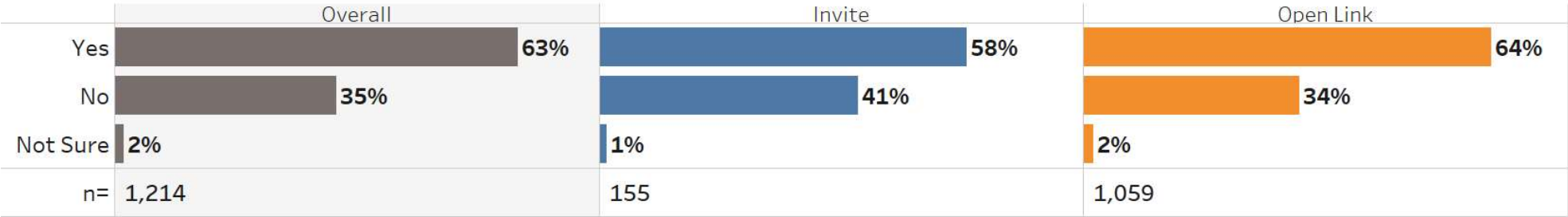


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

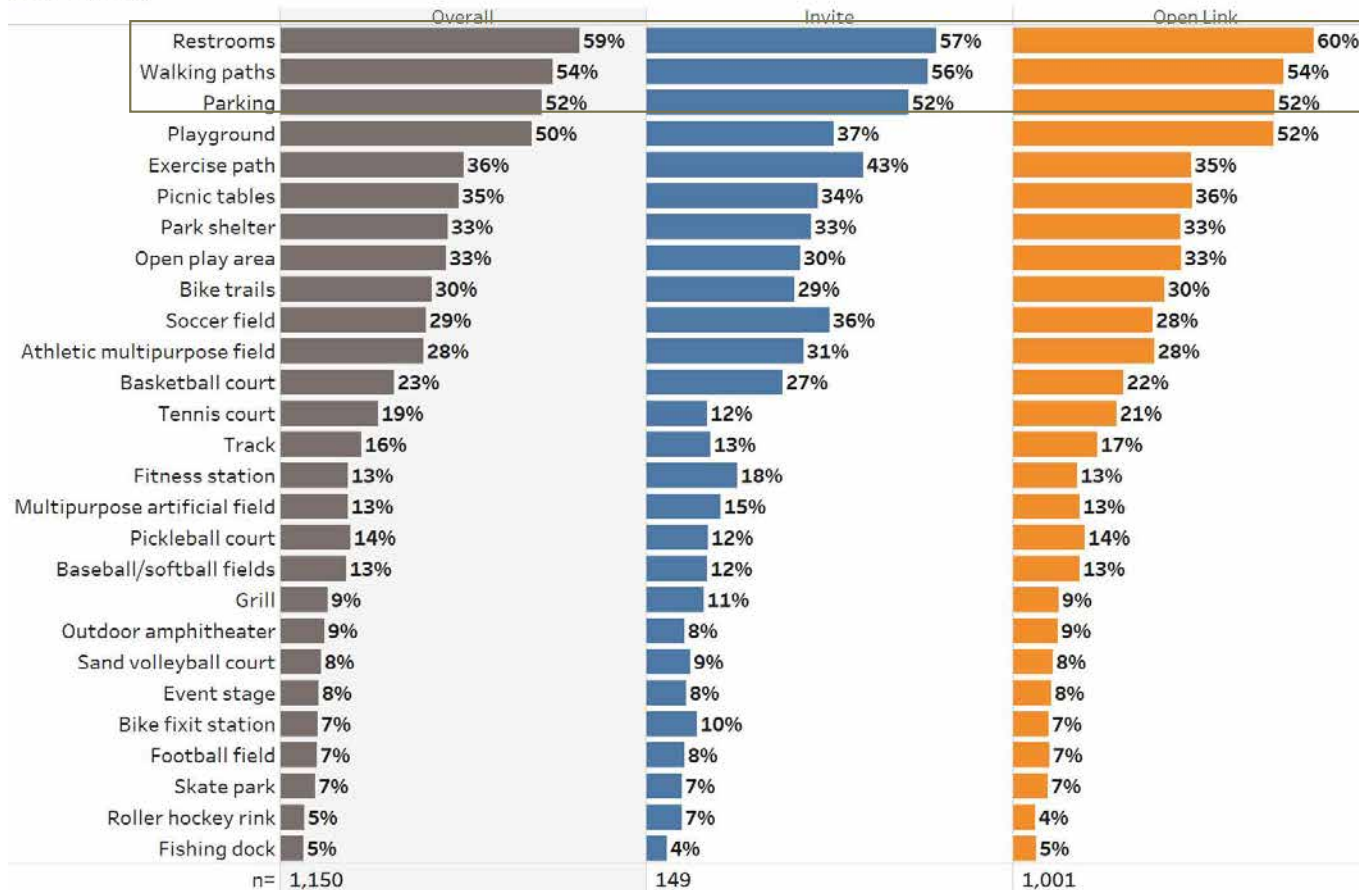
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

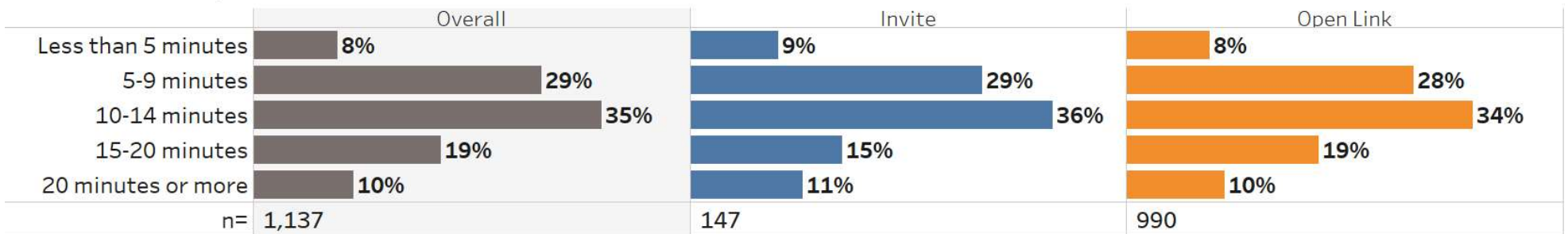
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

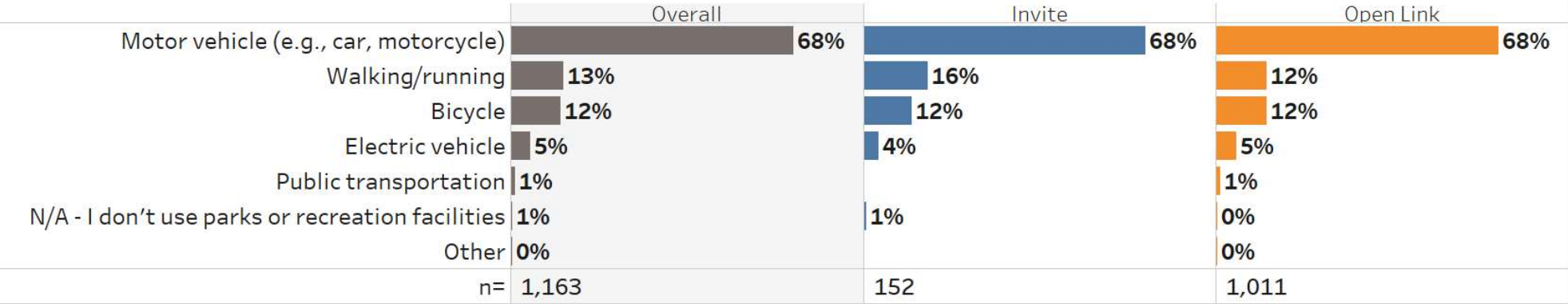
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

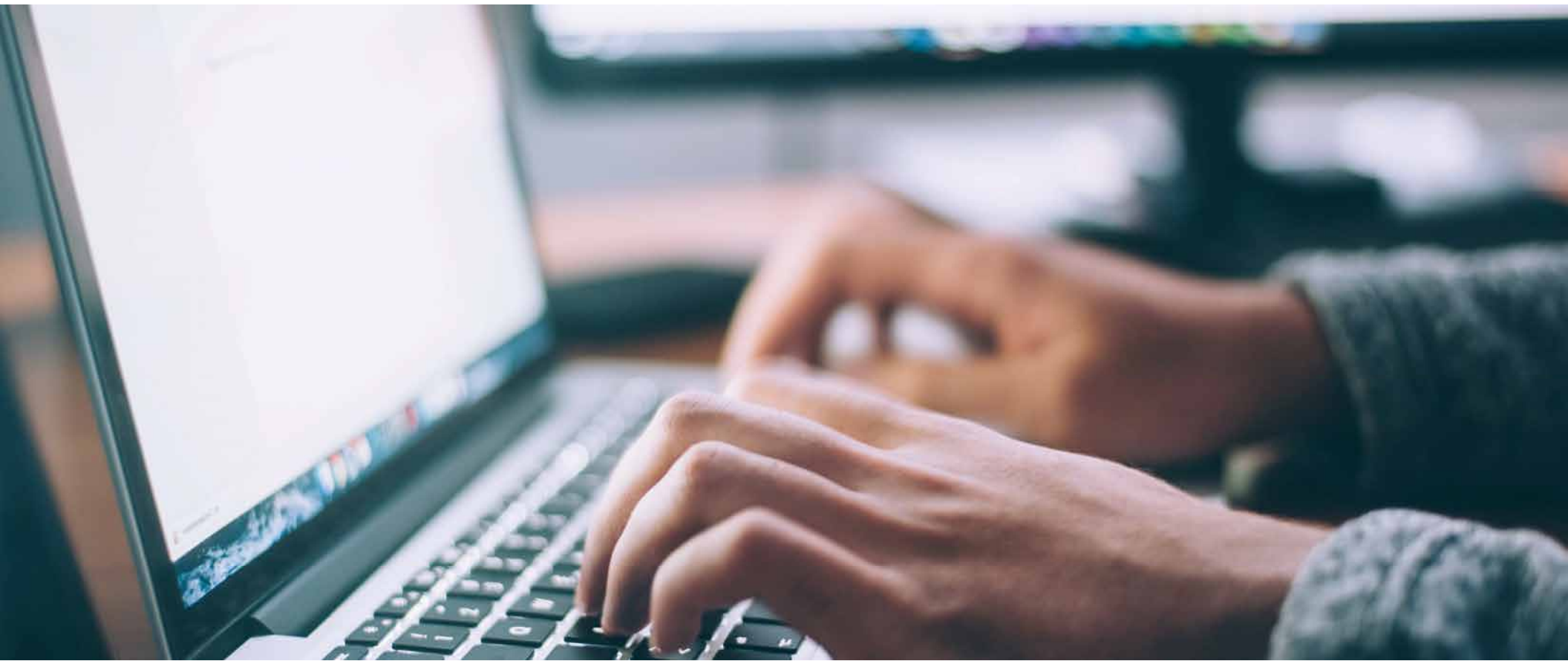
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

# Communication

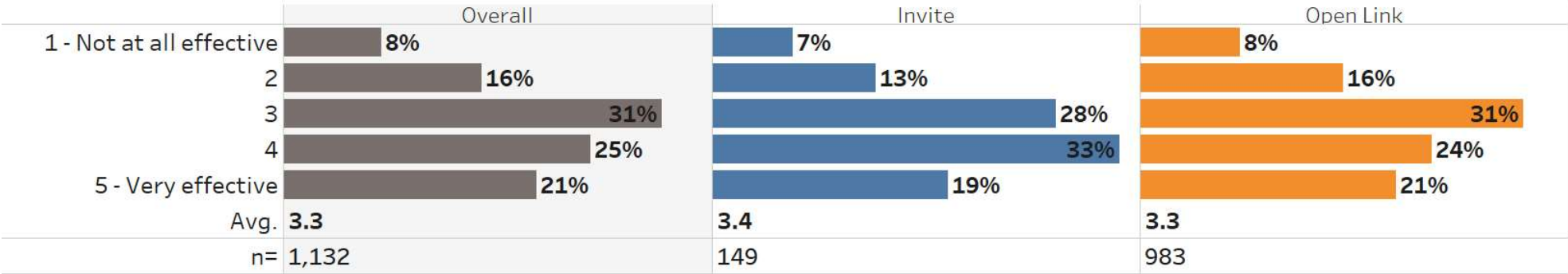




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

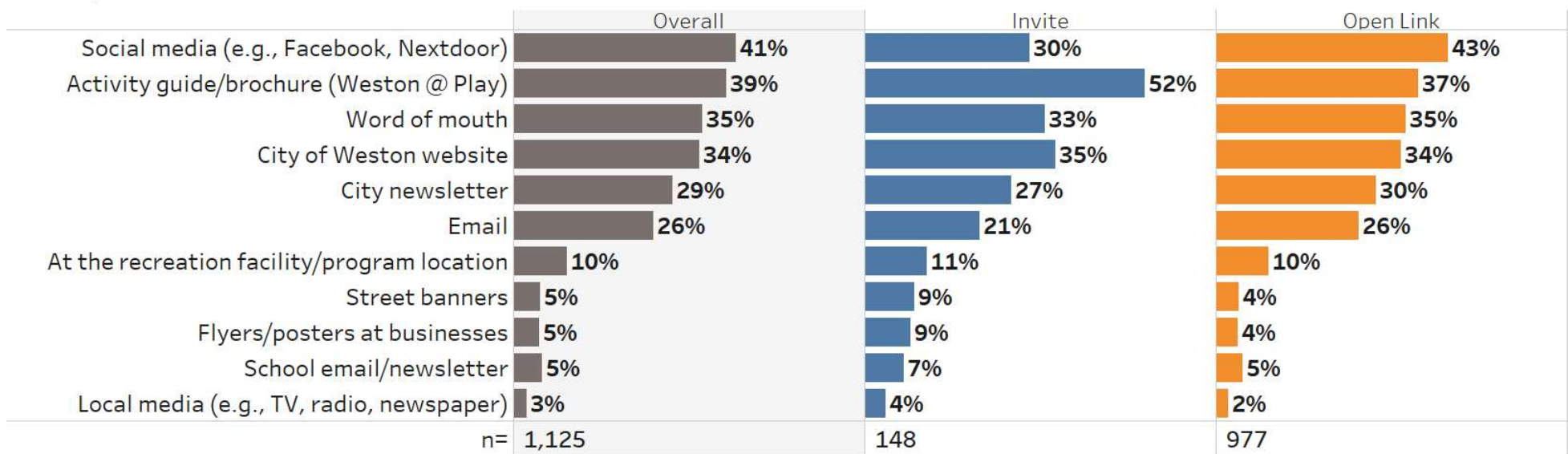


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

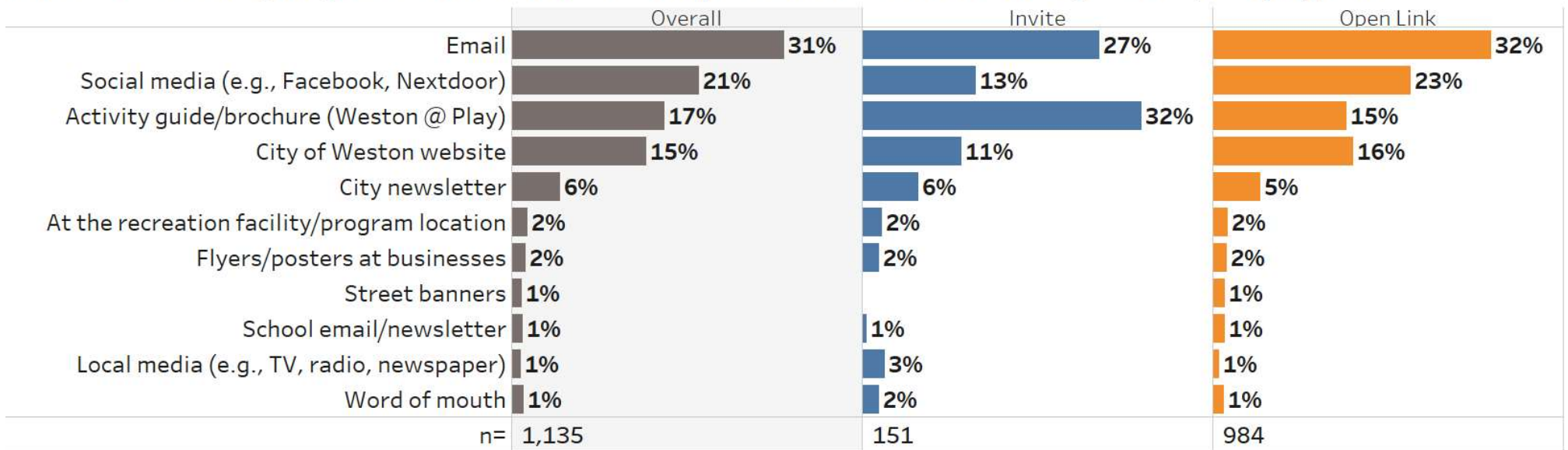


Source: RRC Associates

# Preferred Communication

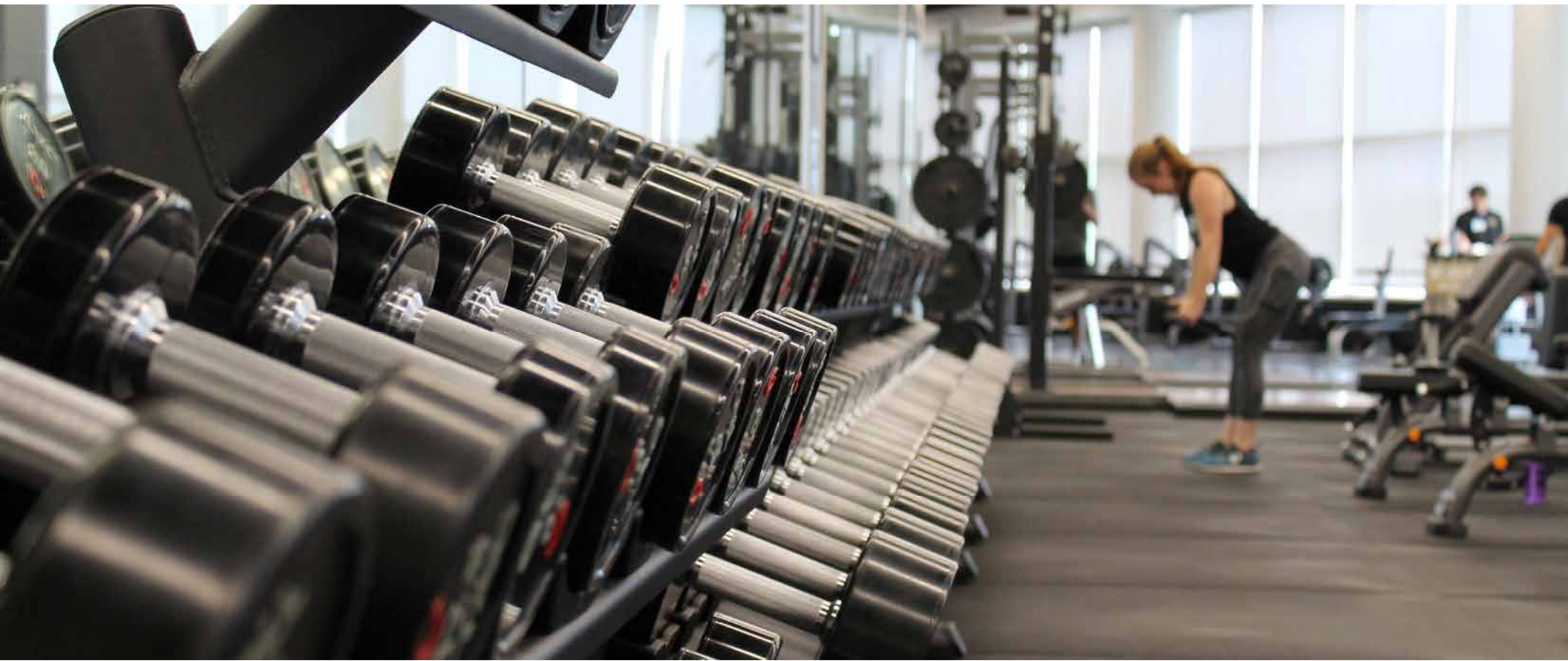
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



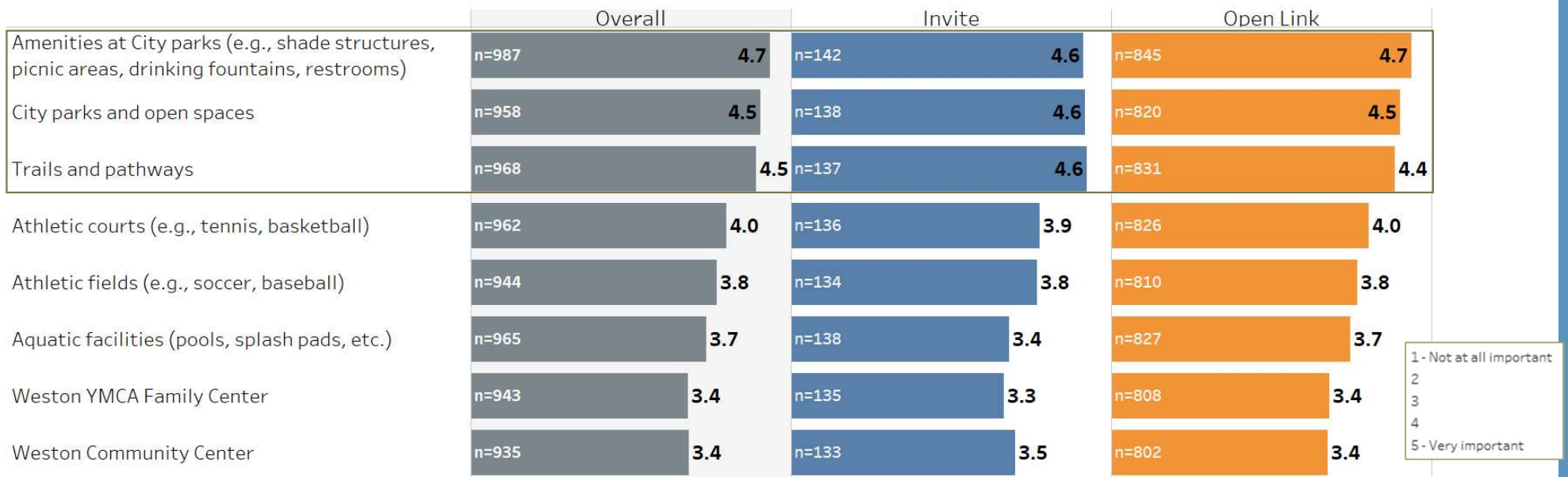


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

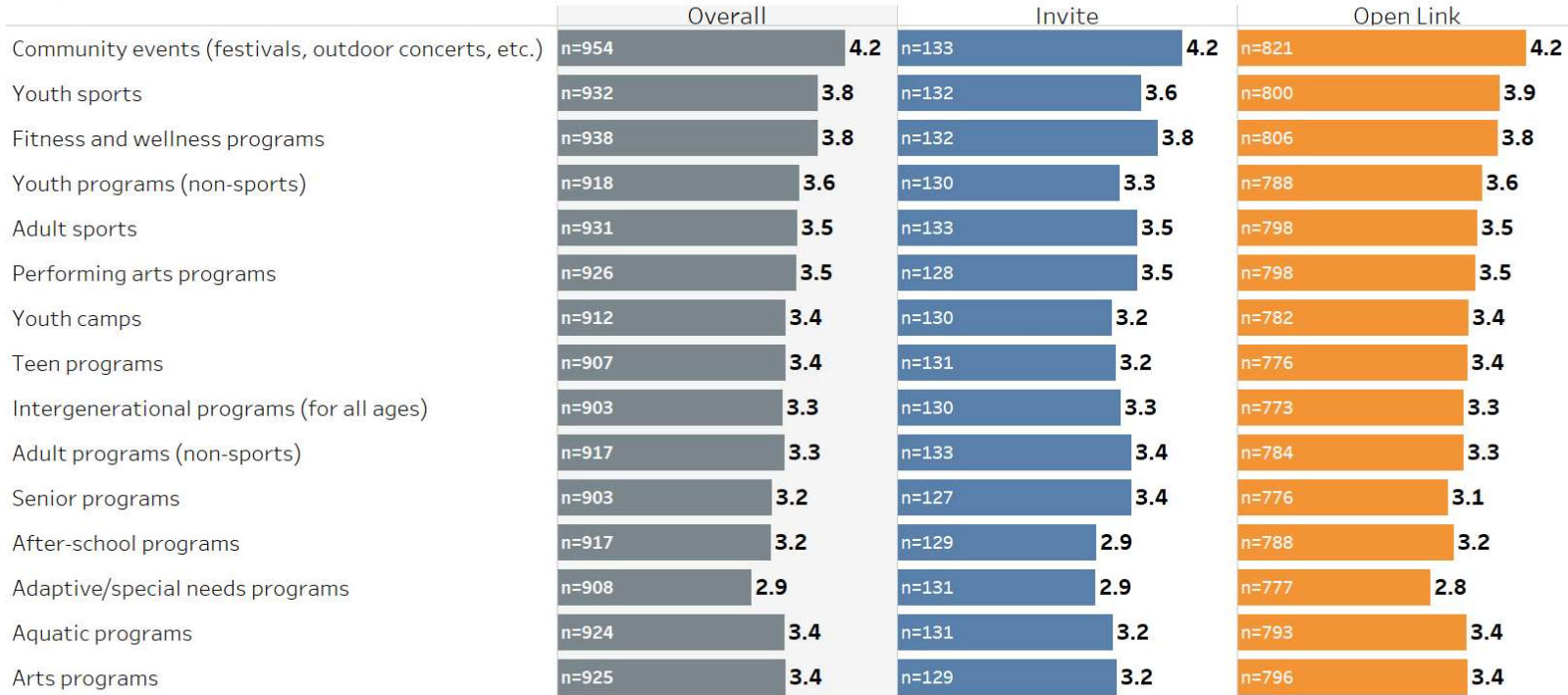


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

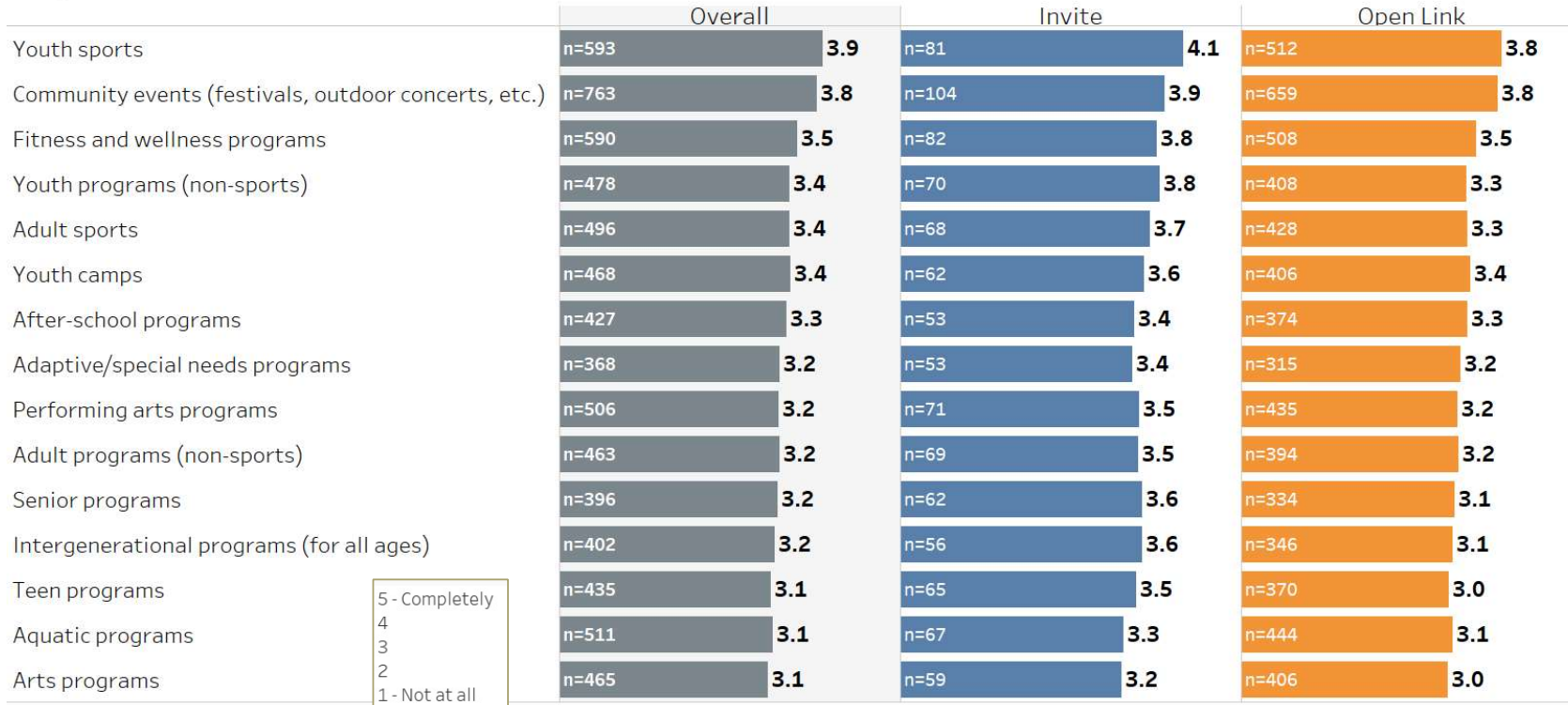
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Programs & Services

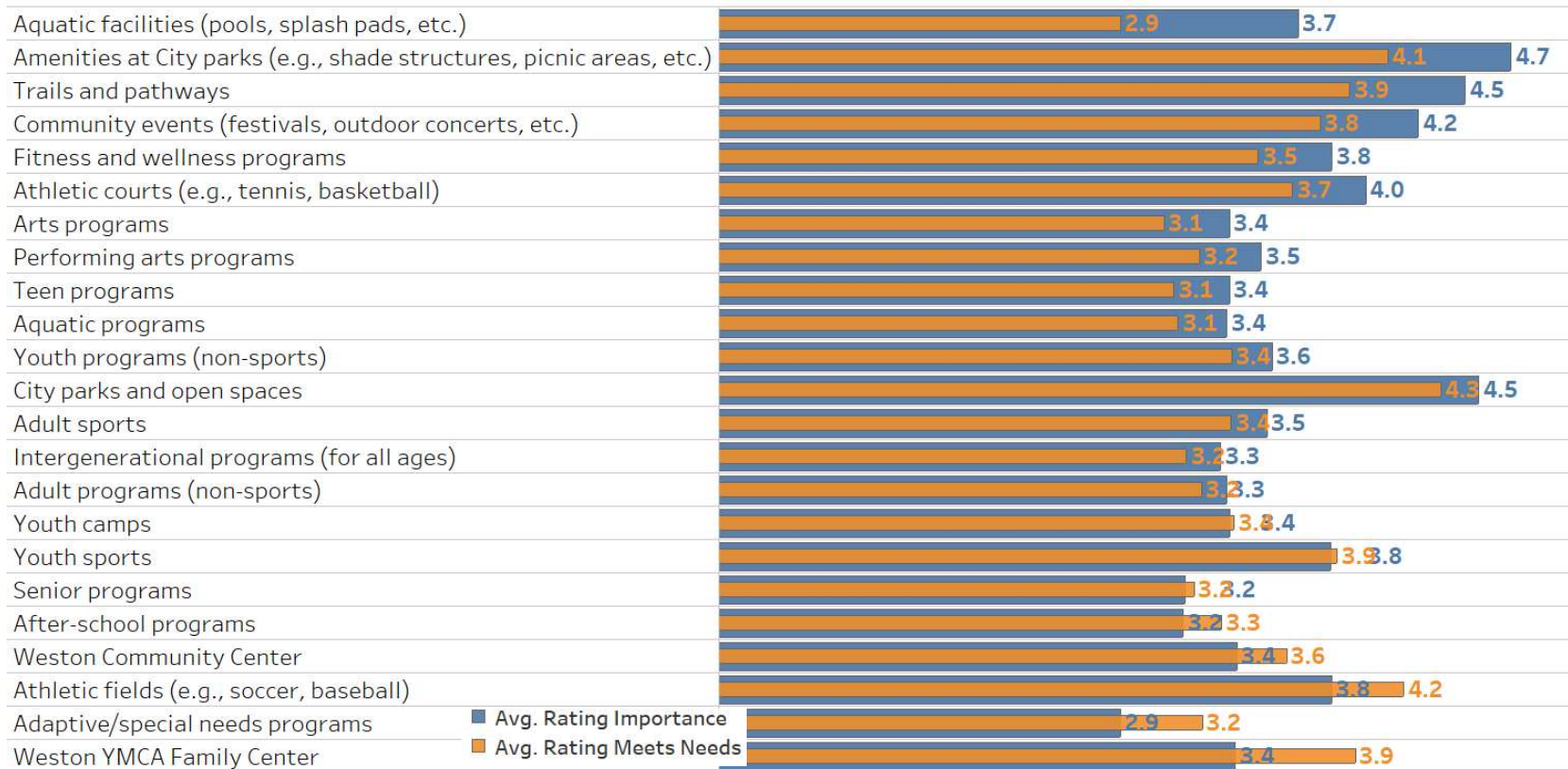


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

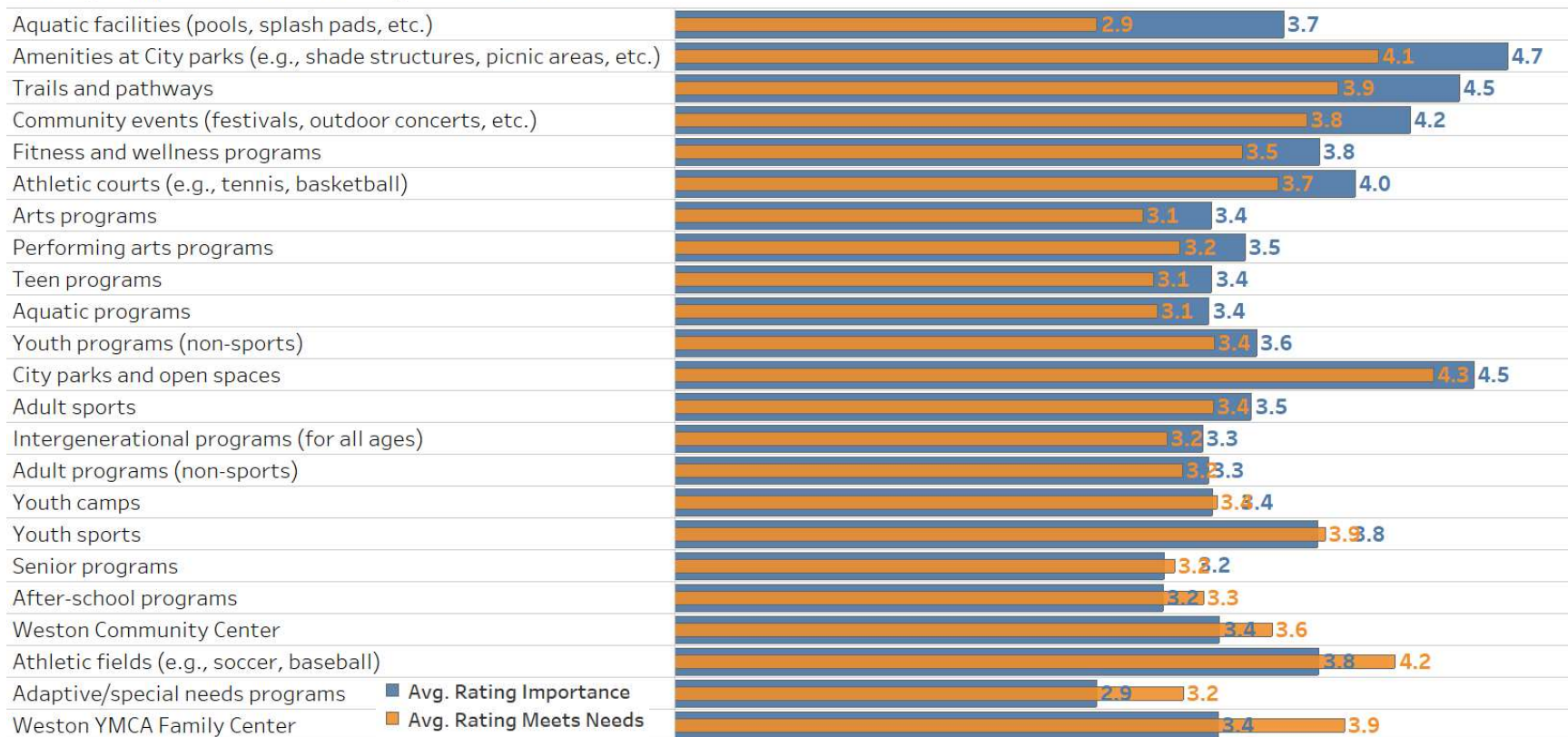
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

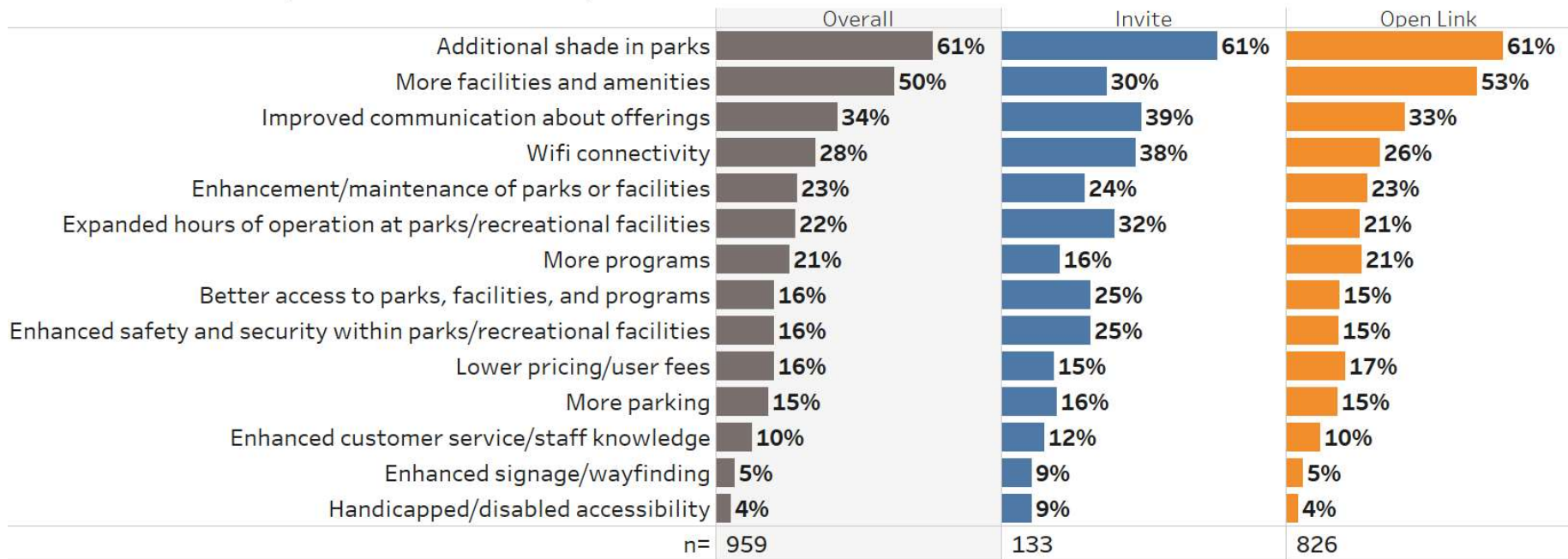


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

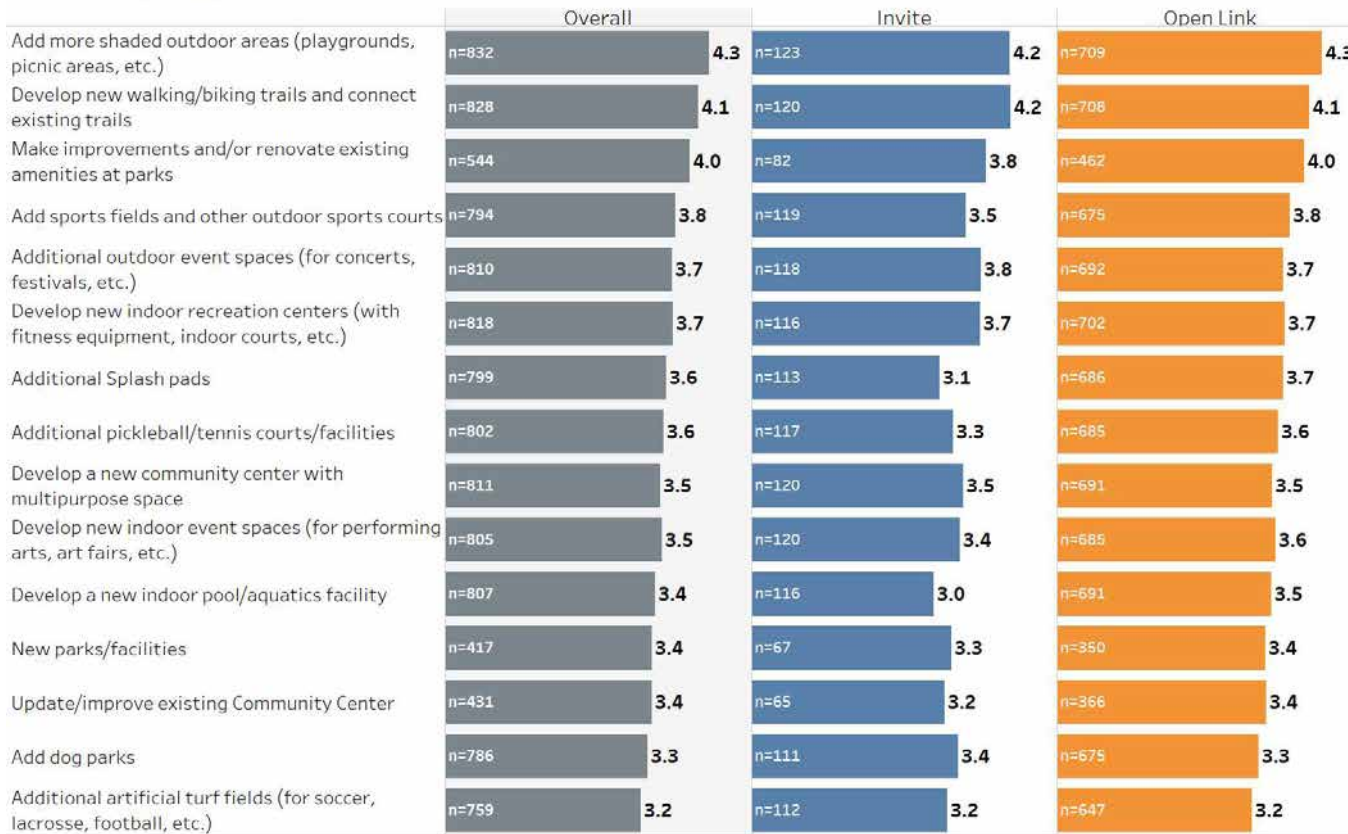




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

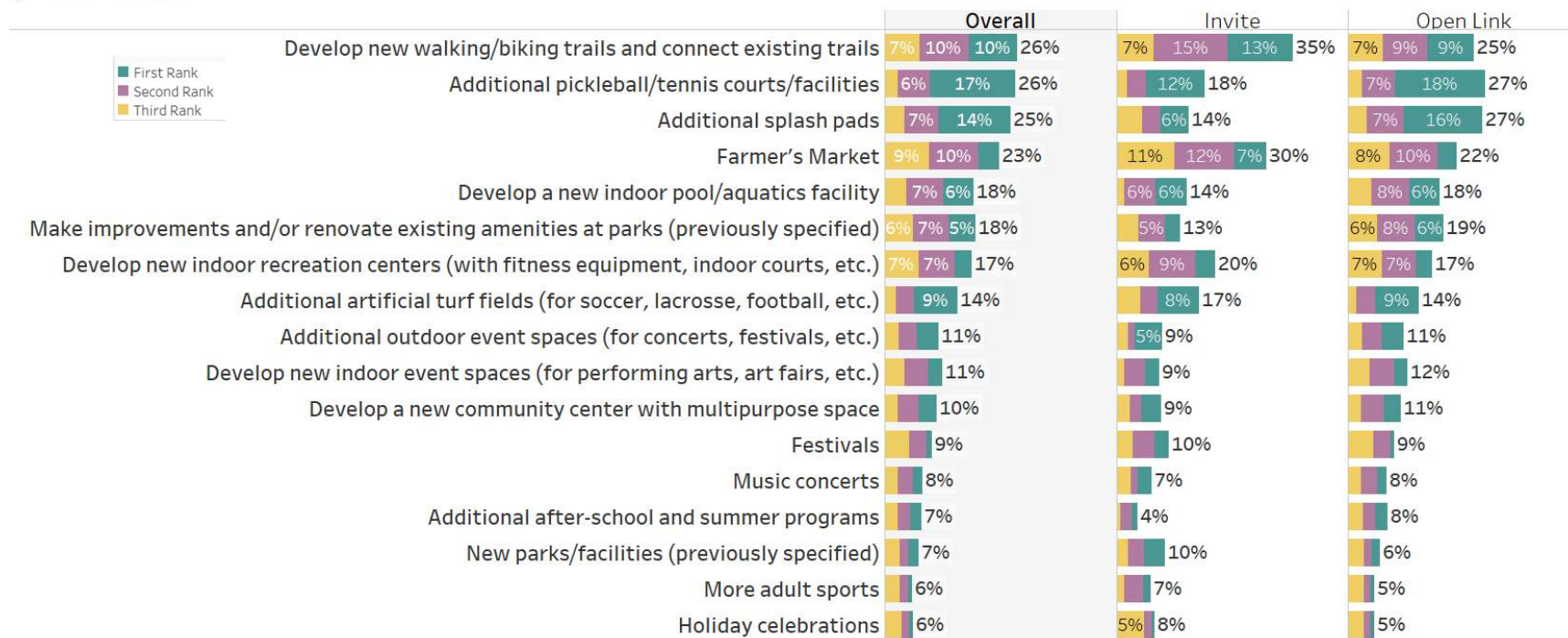
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

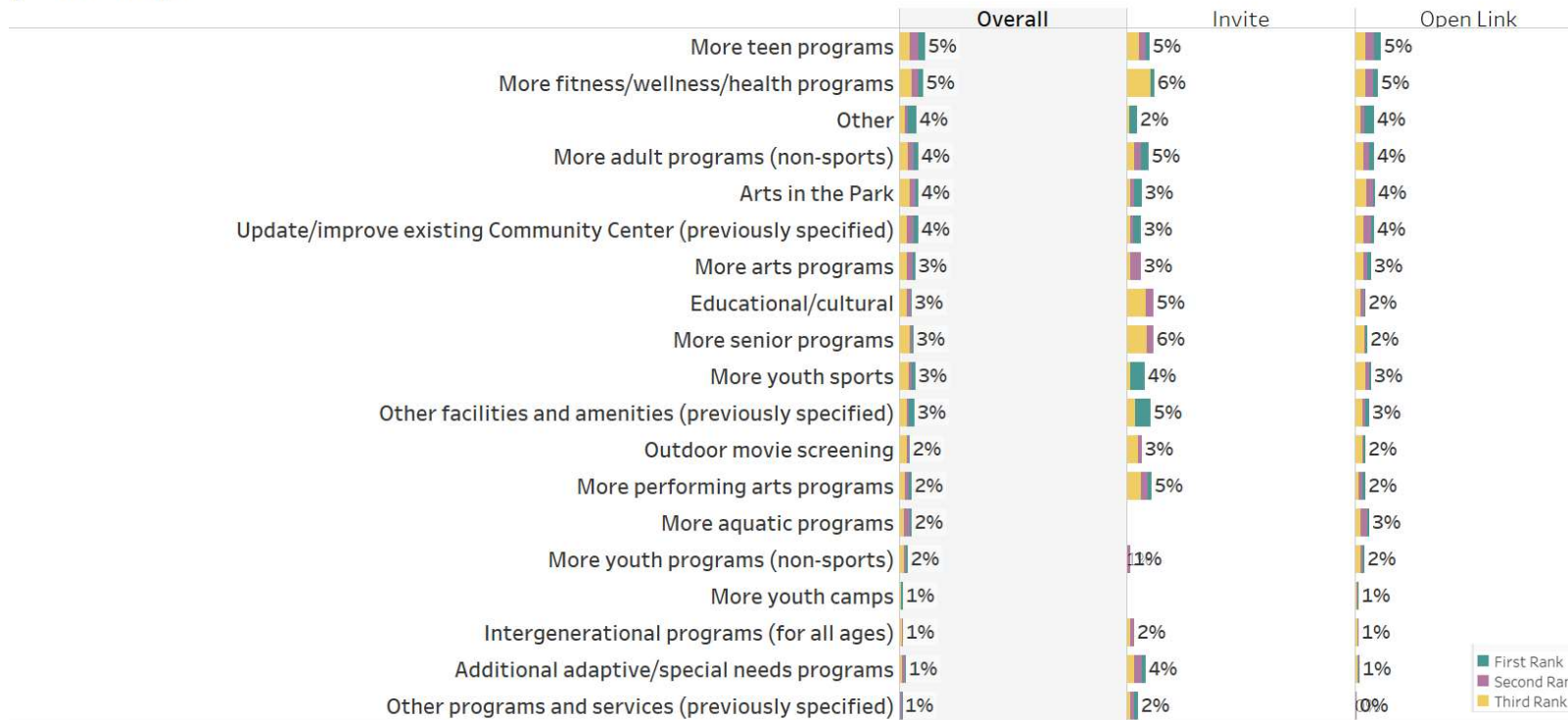


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

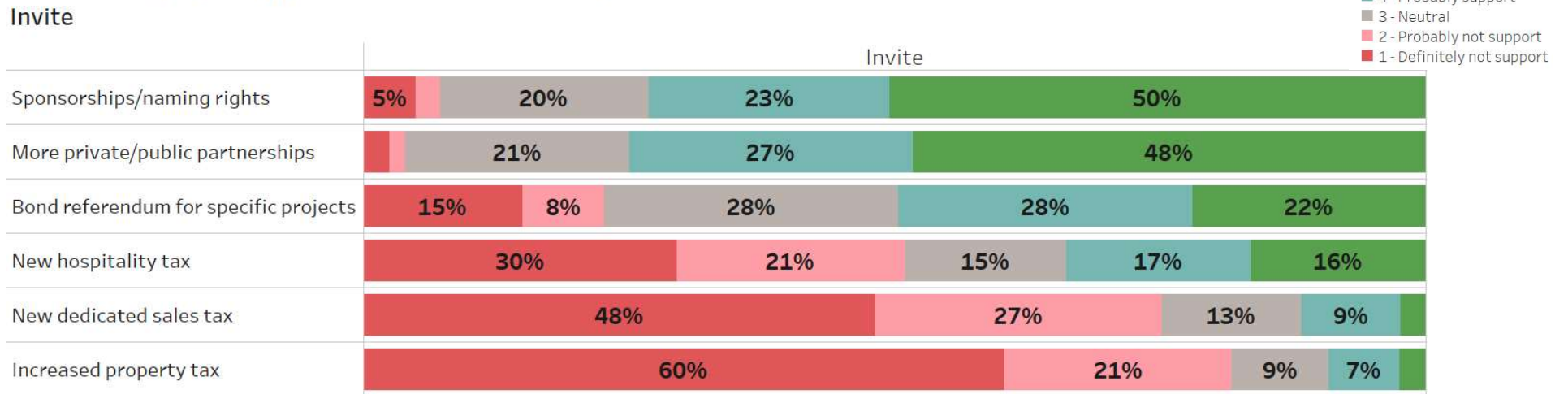
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

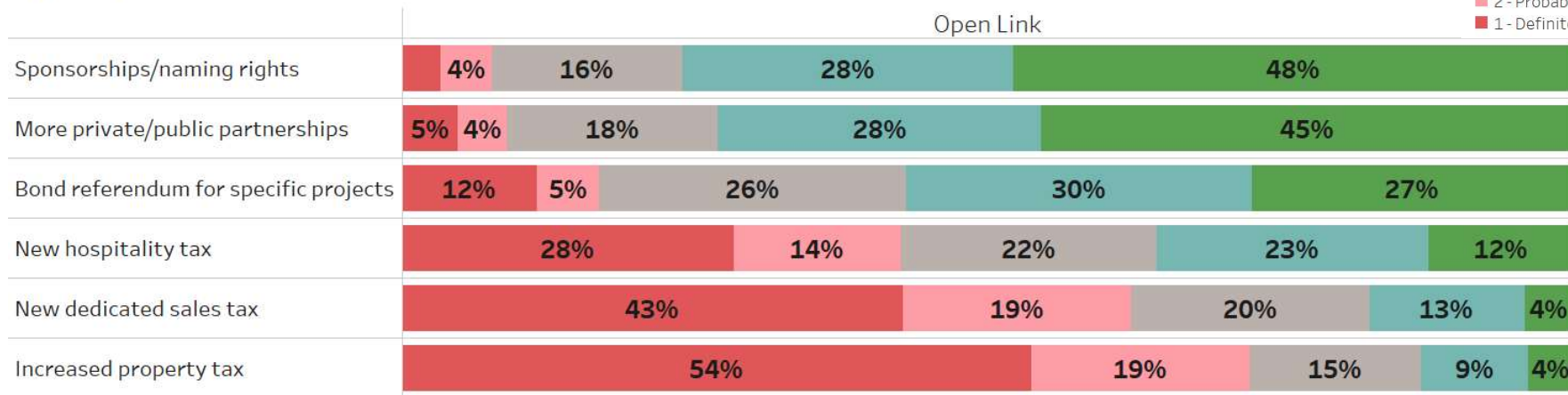
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



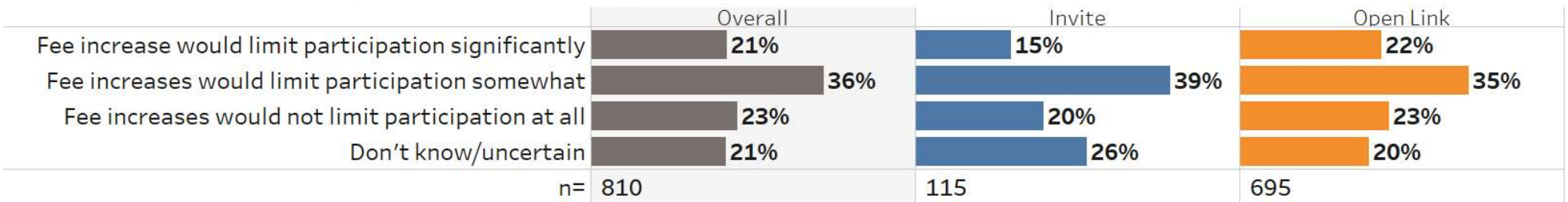
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

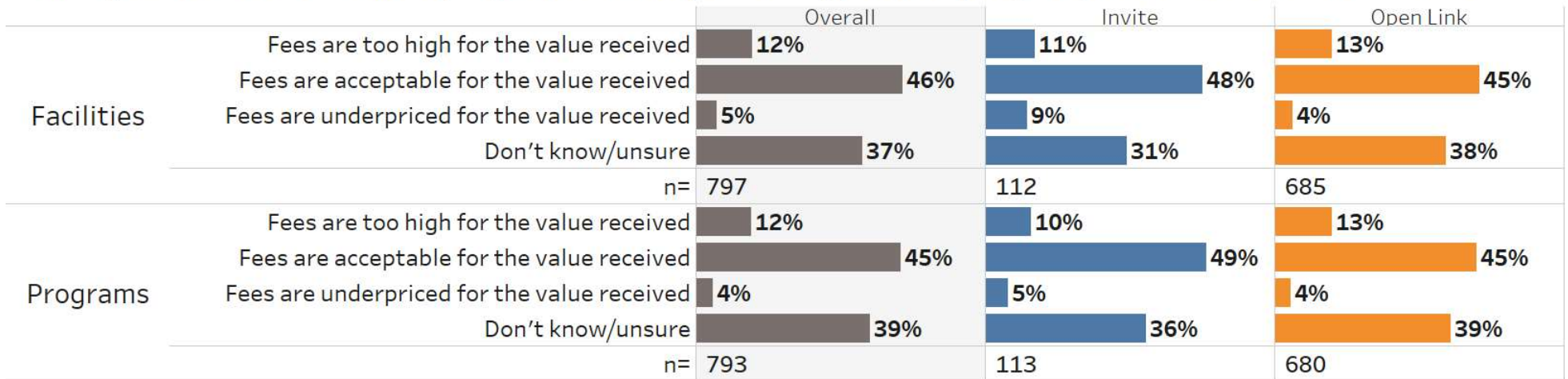


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

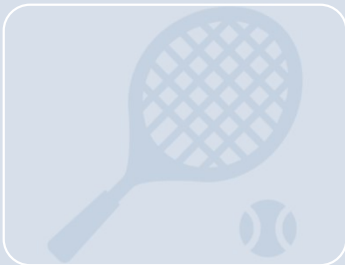


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

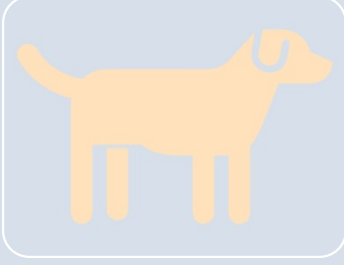
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

# Demographics

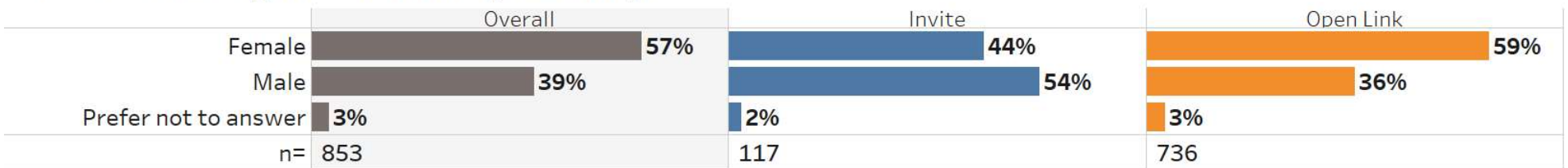




# Gender & Age

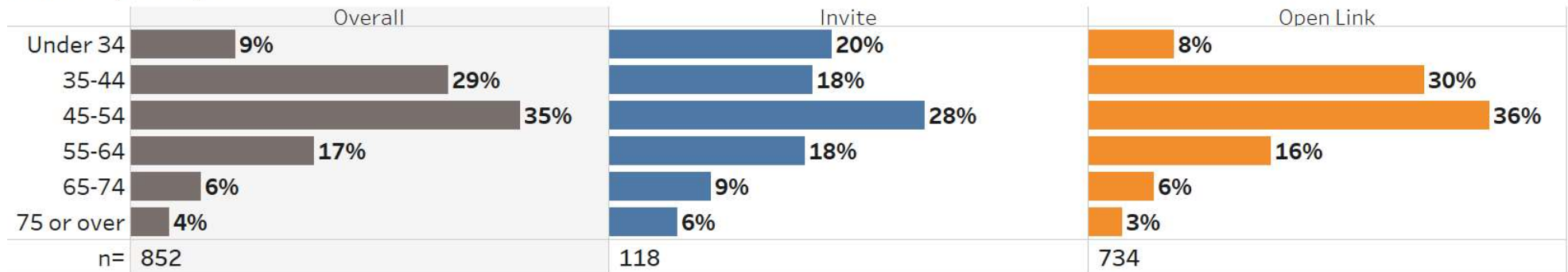
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

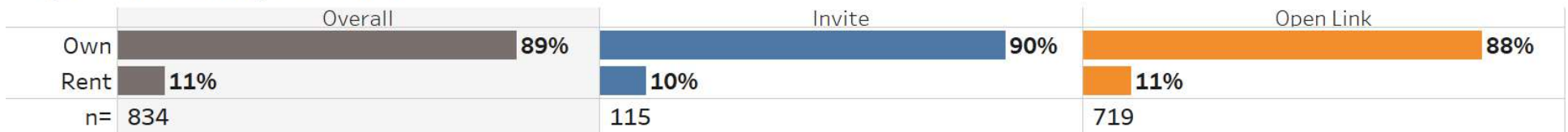
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

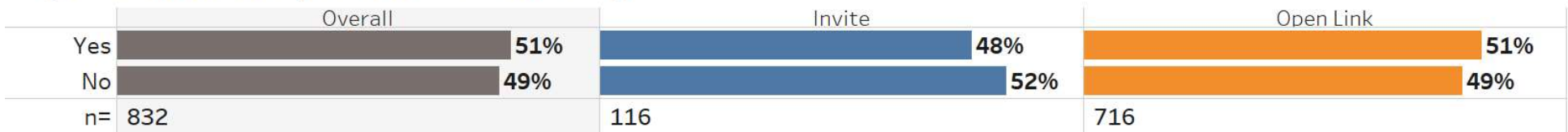
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

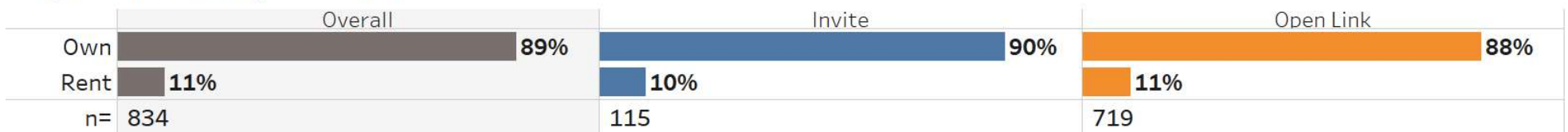


Source: RRC Associates

# Residence Ownership & ADA Needs

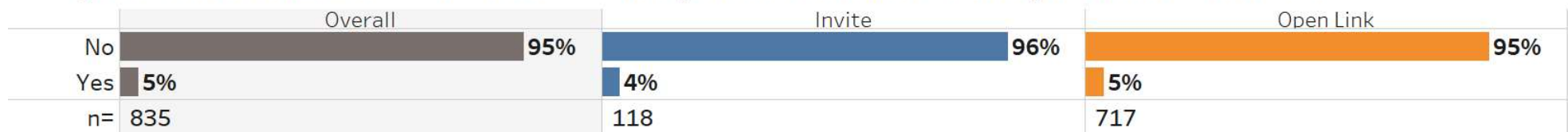
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

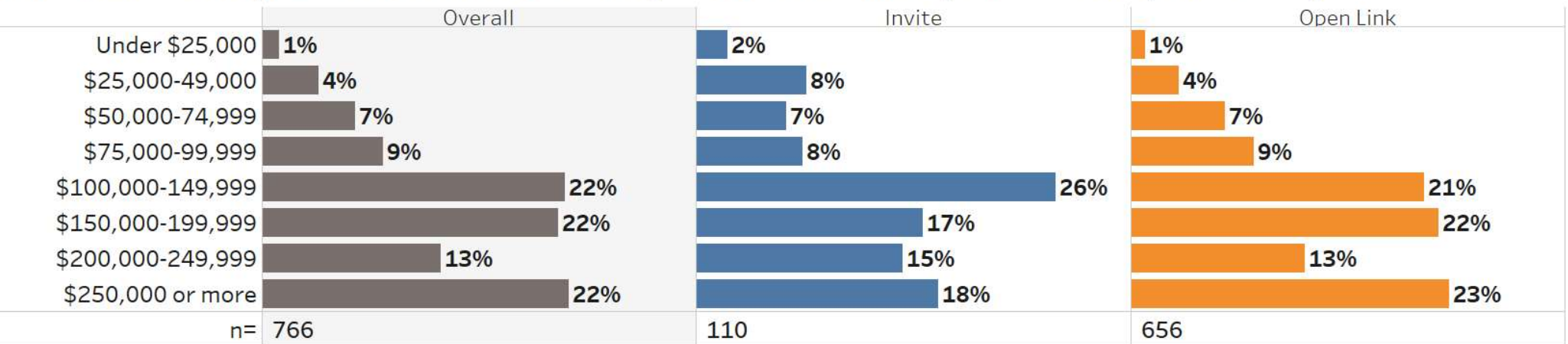
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

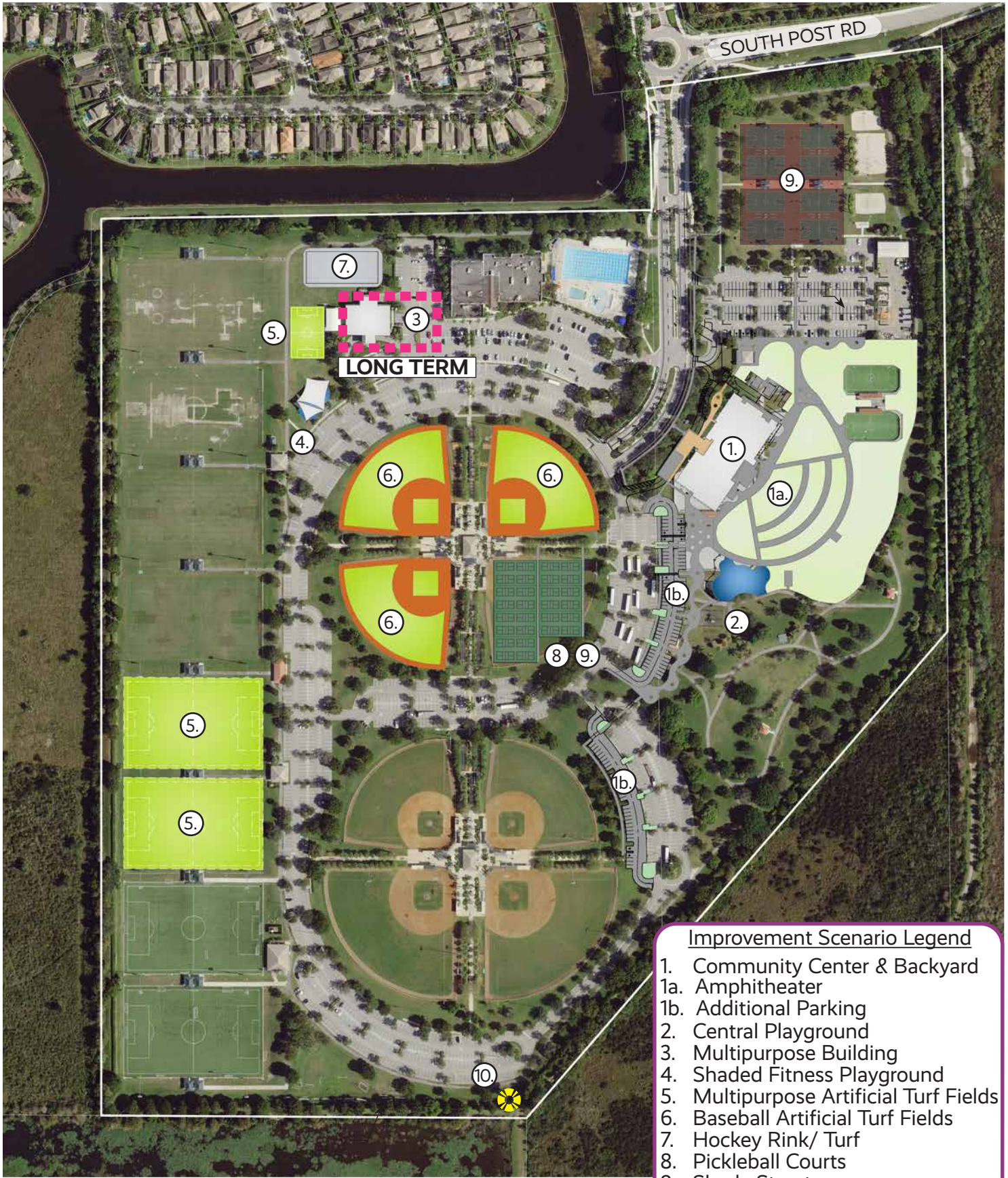








# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA

Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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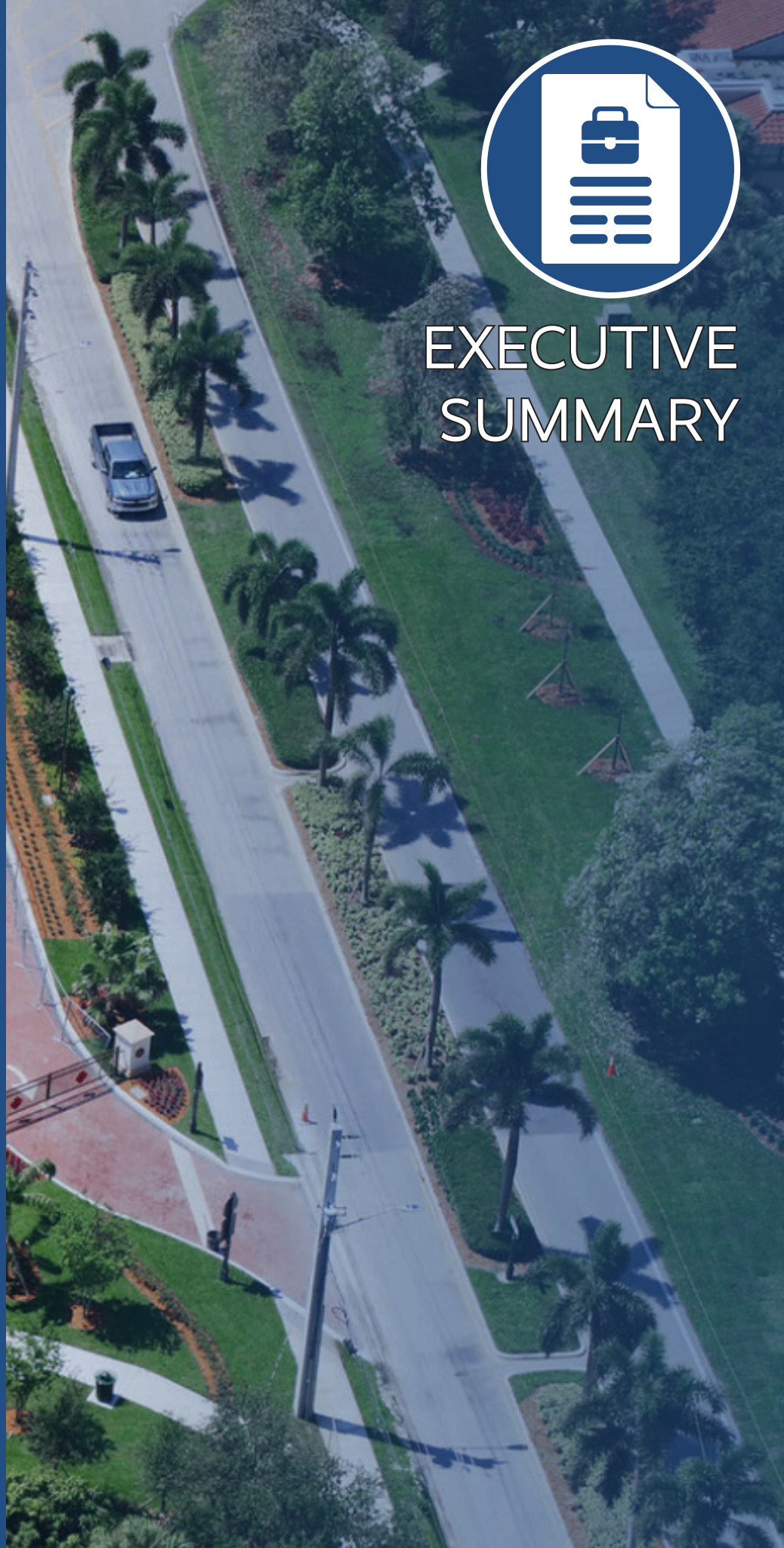
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







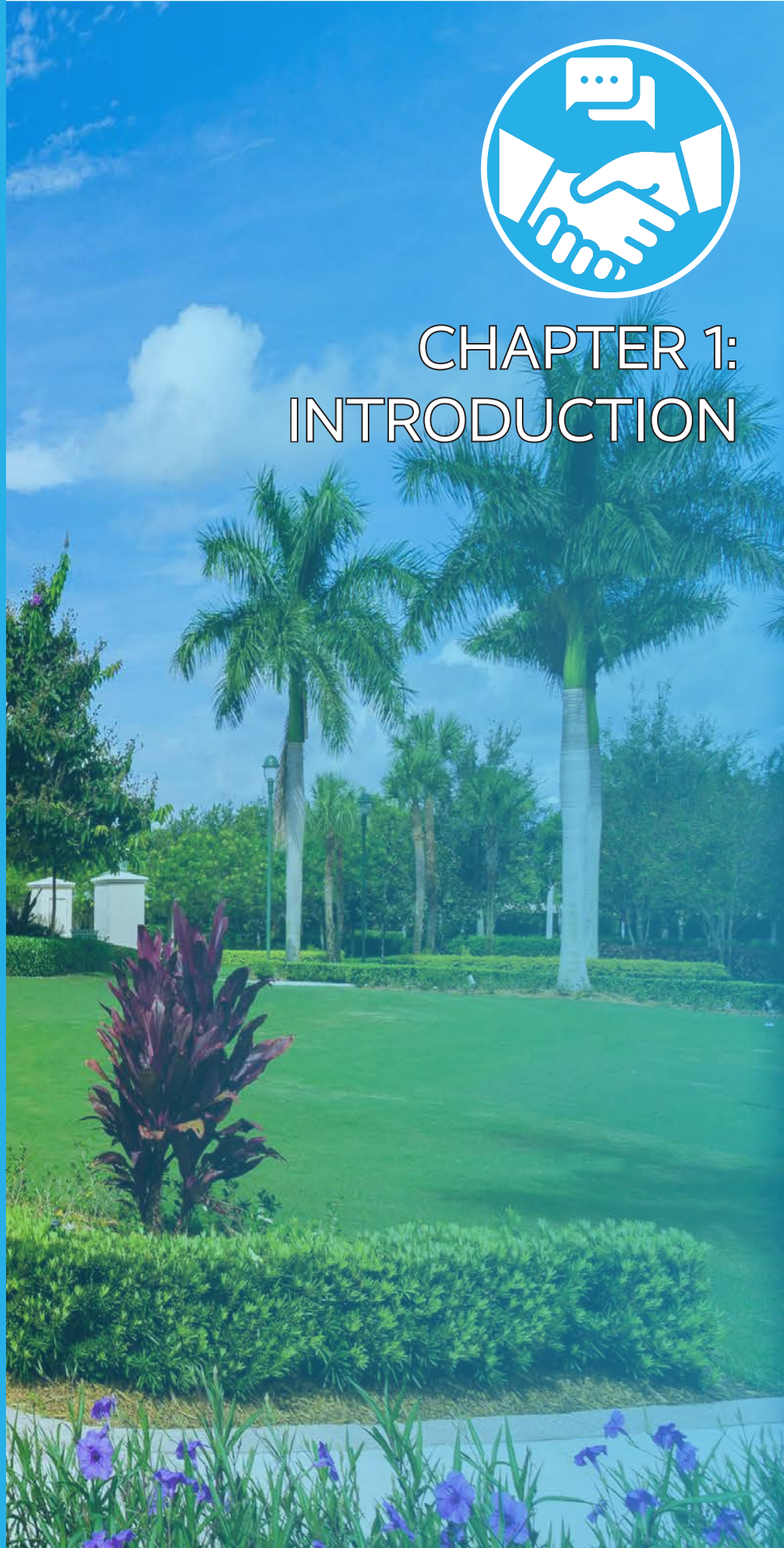
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand







the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process







### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

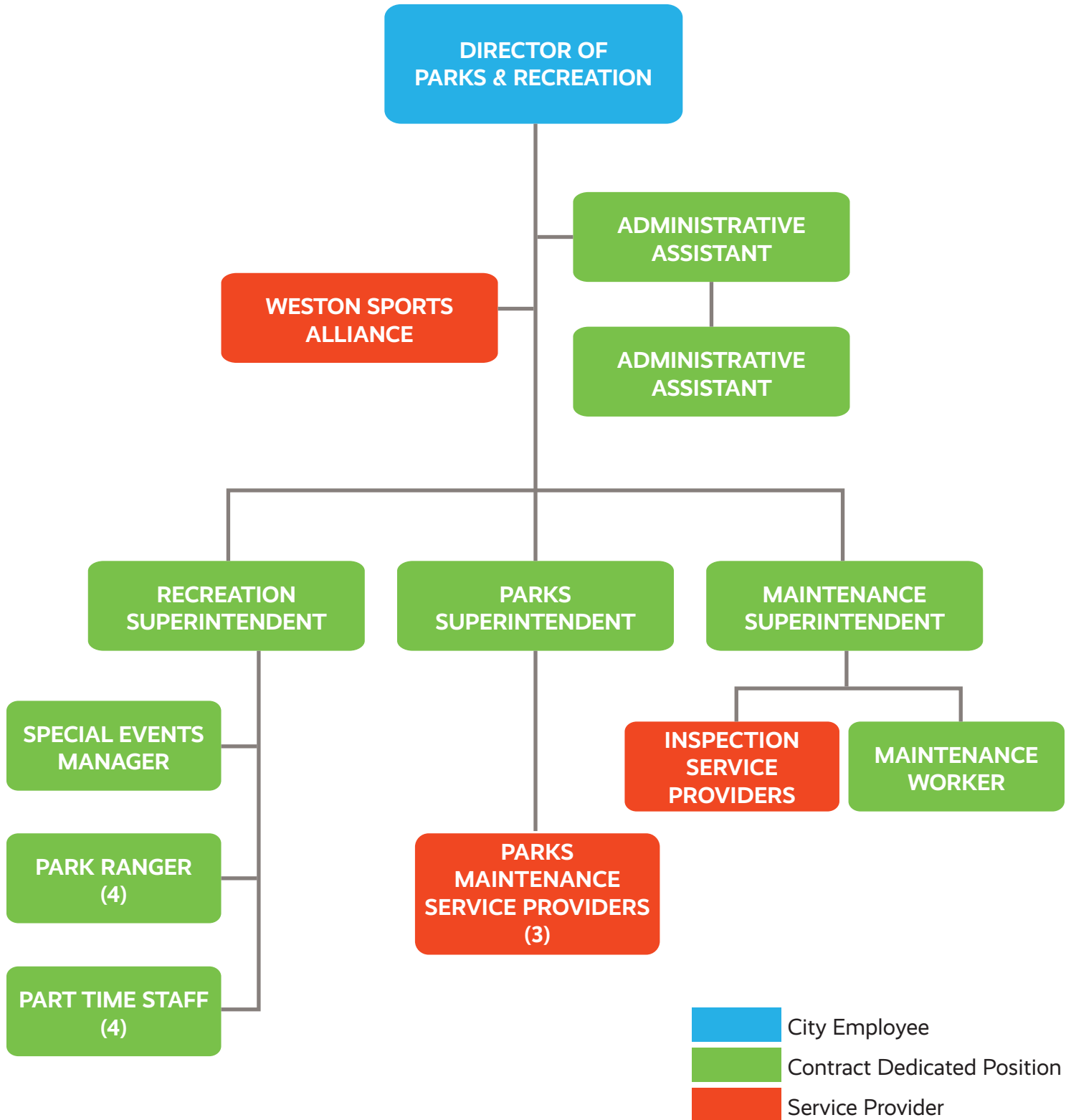


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

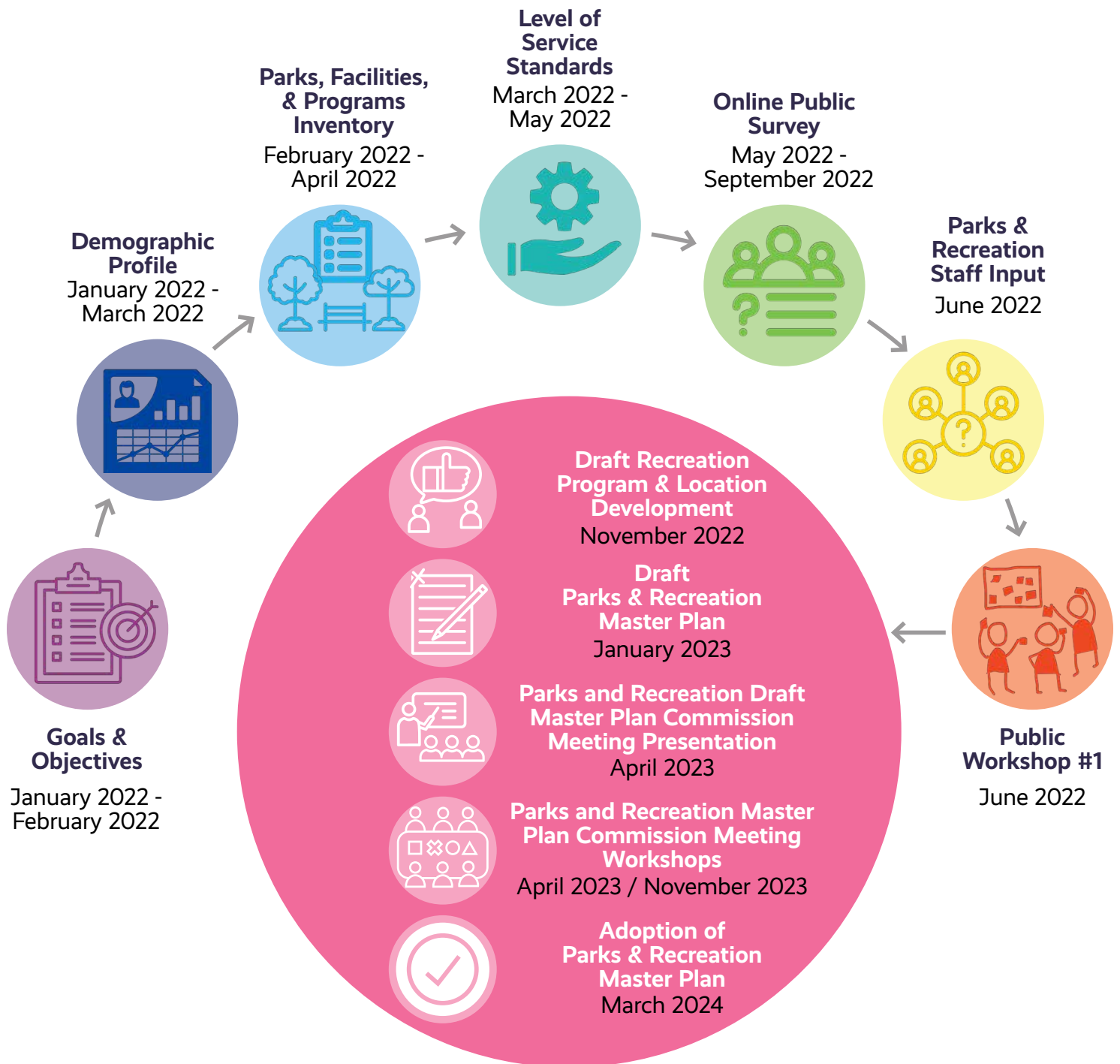


Figure1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

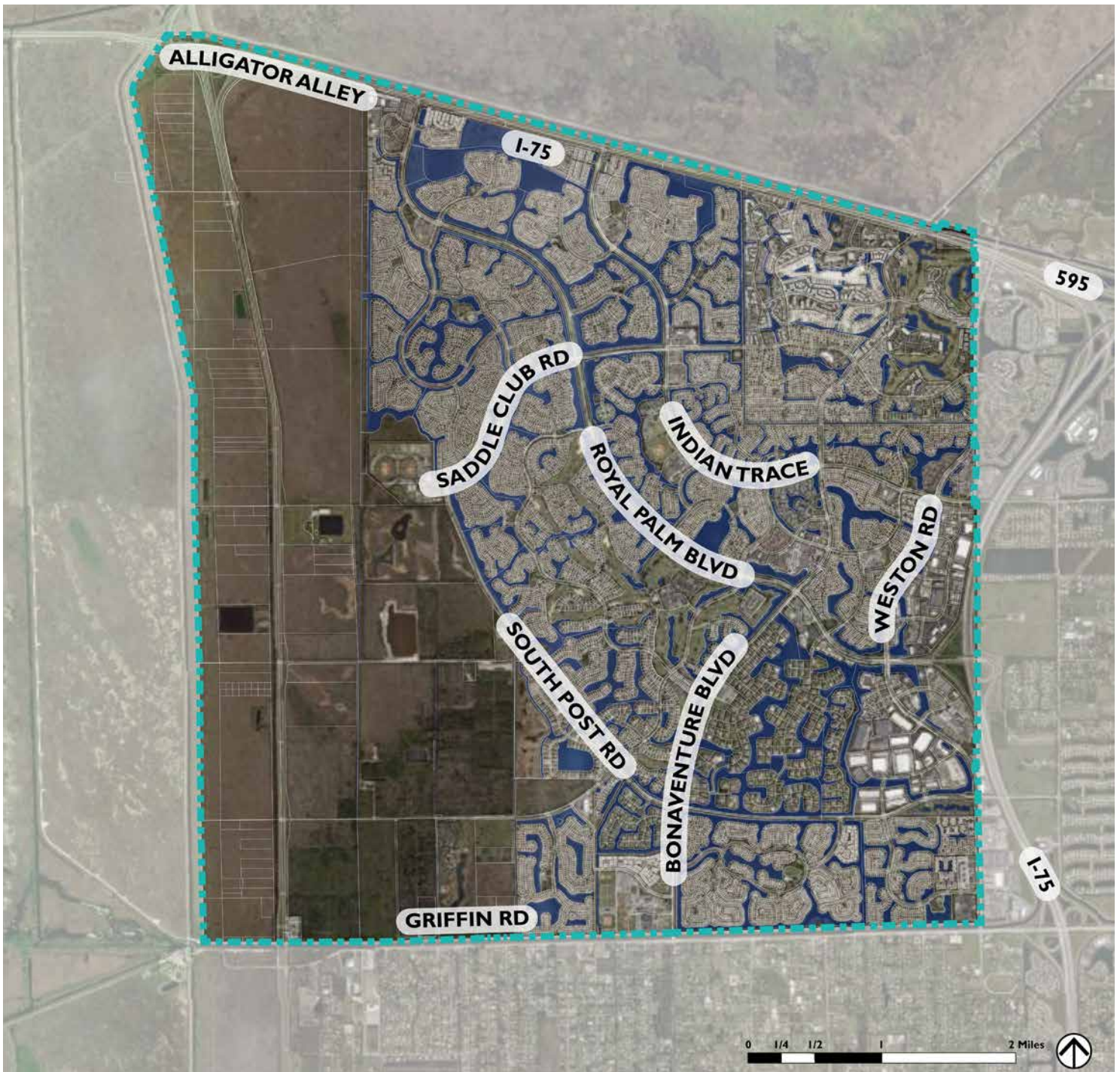


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

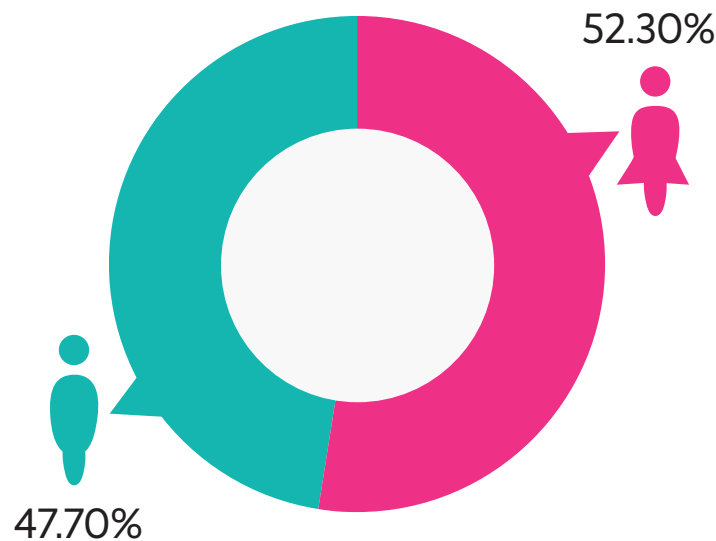


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

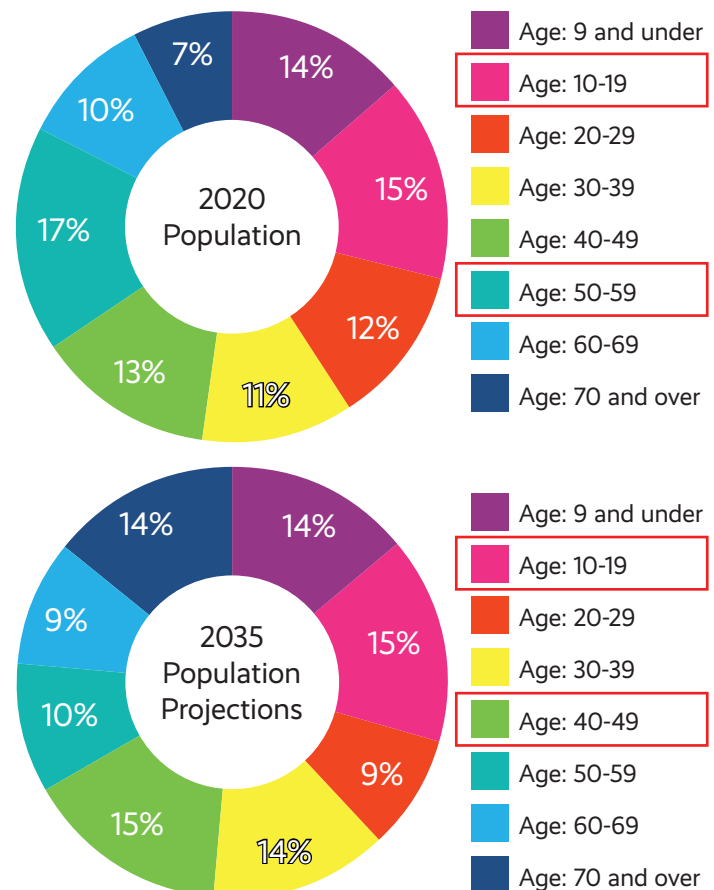


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

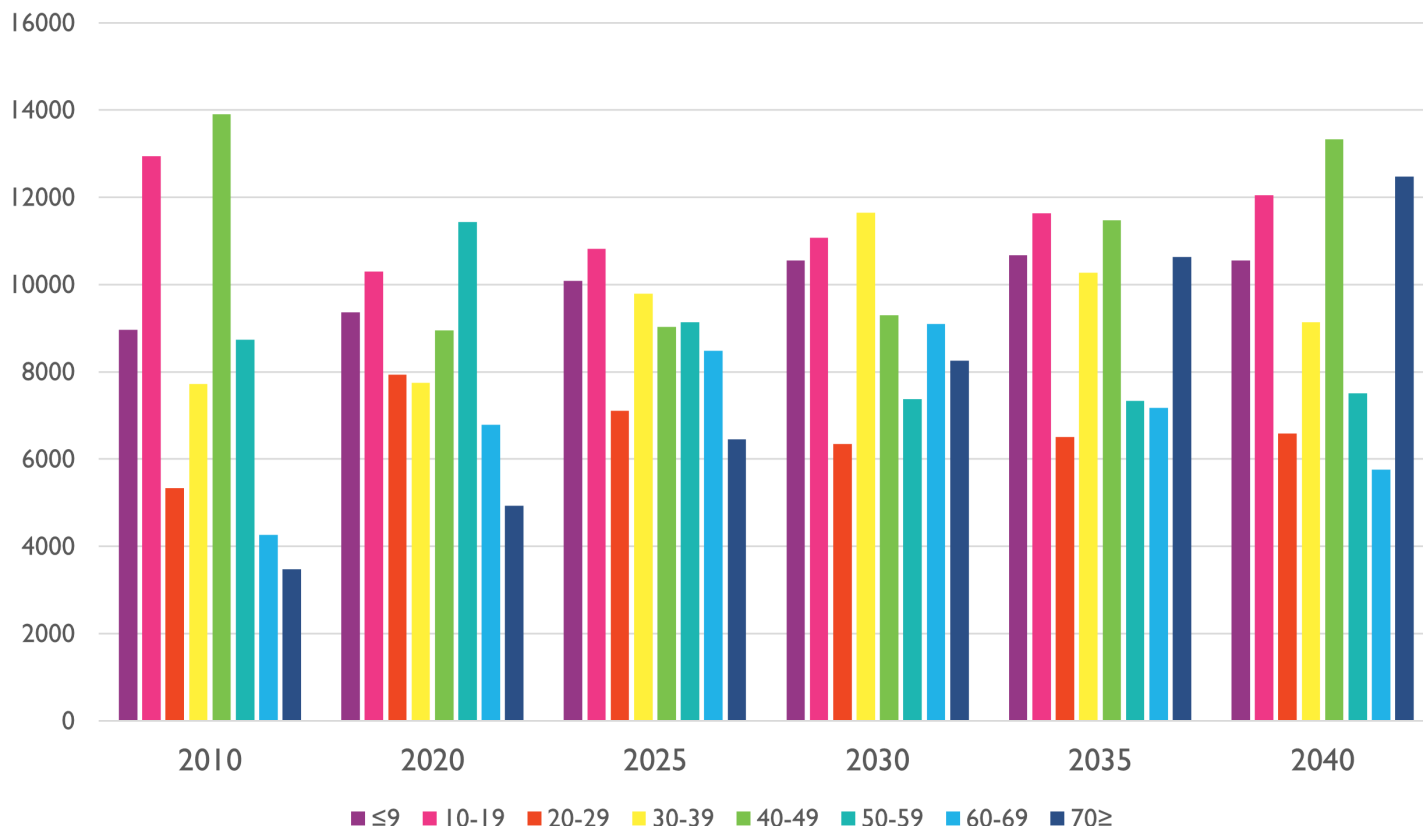


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

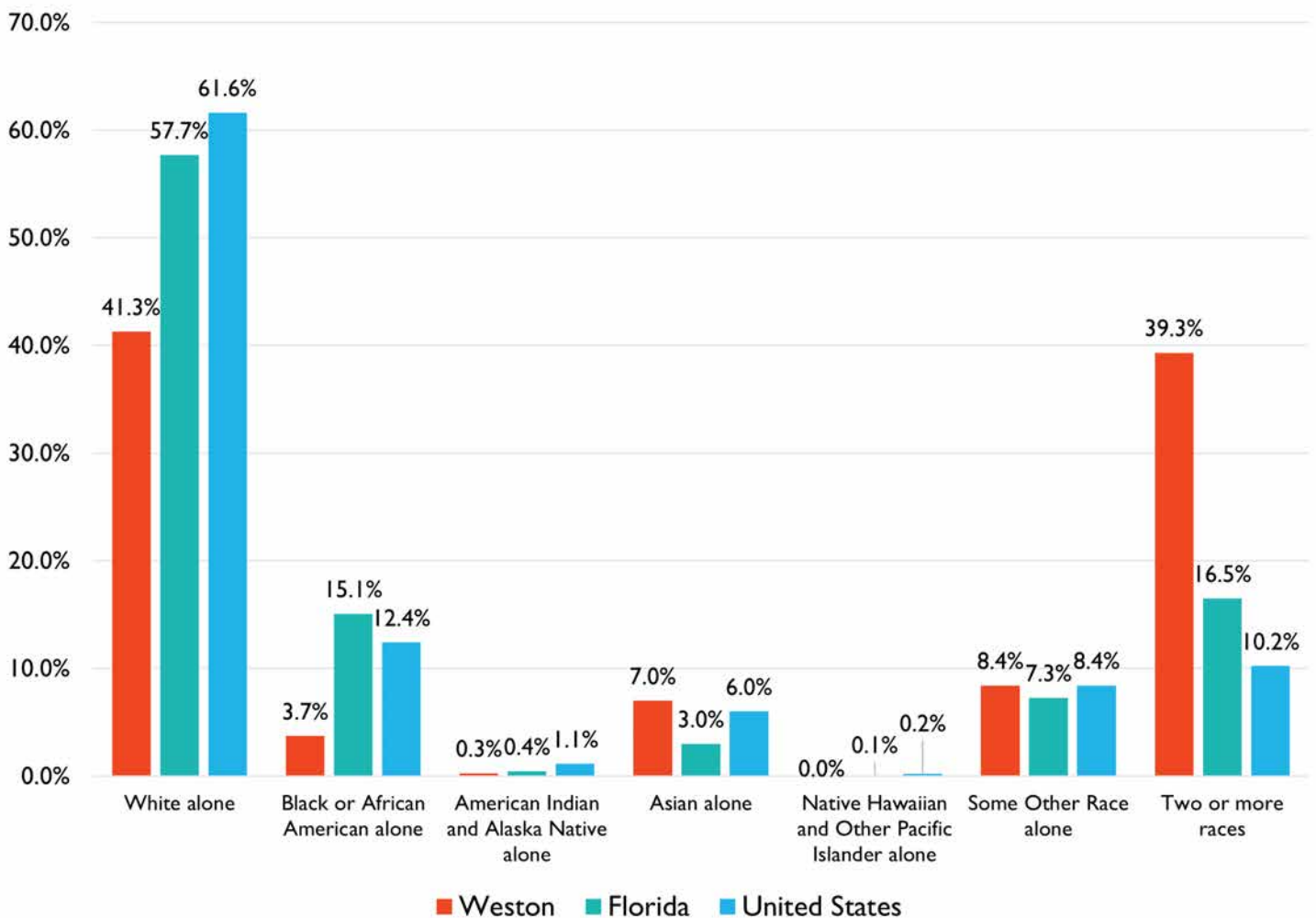


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

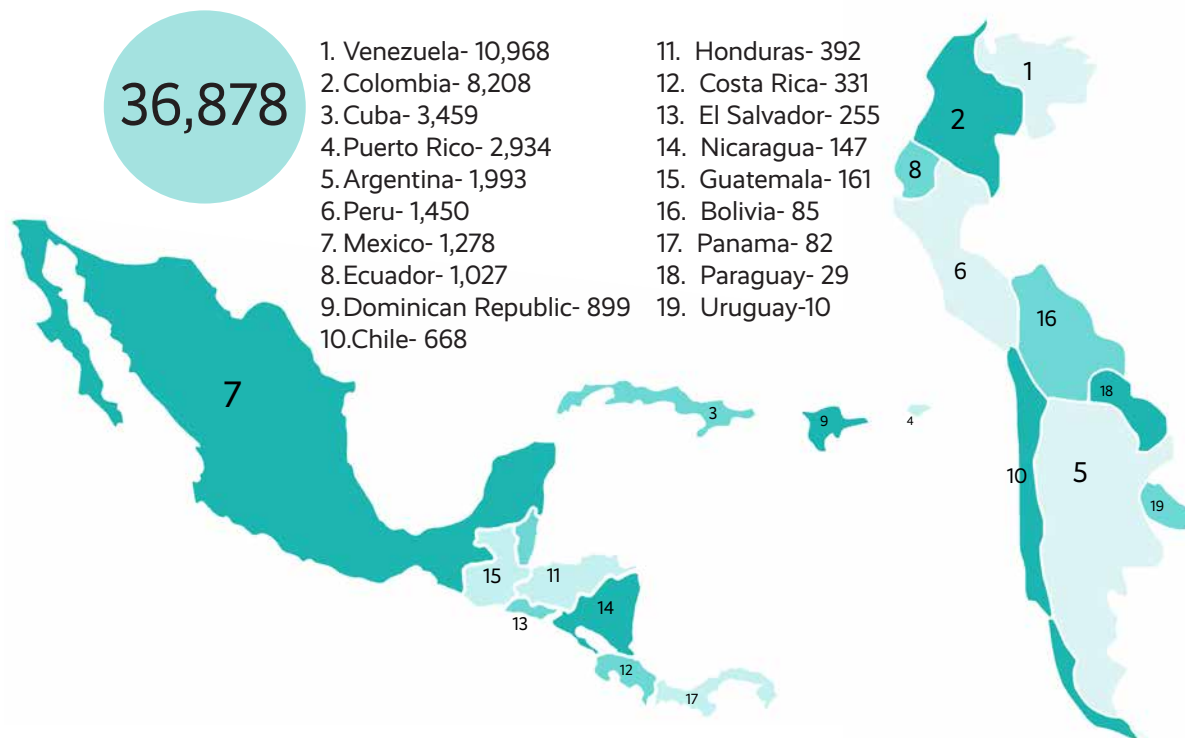


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

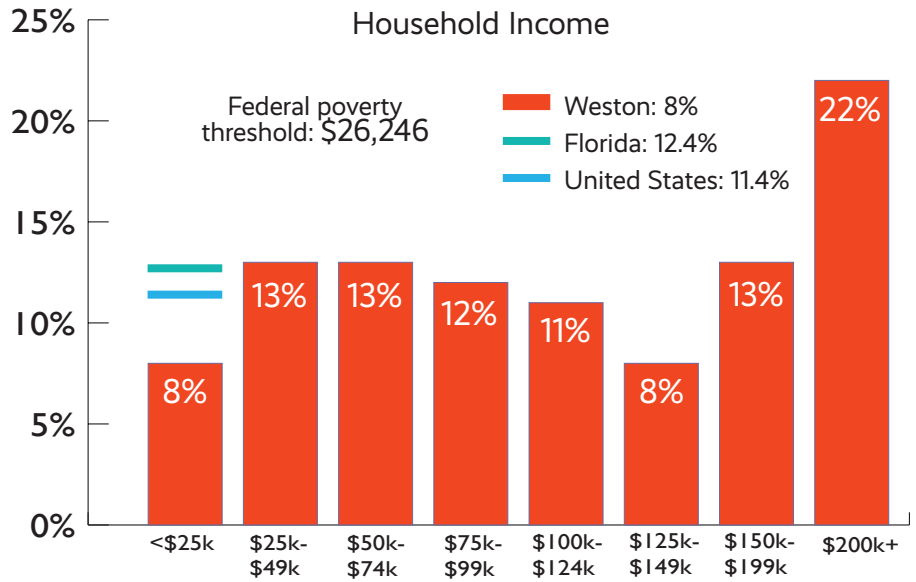


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

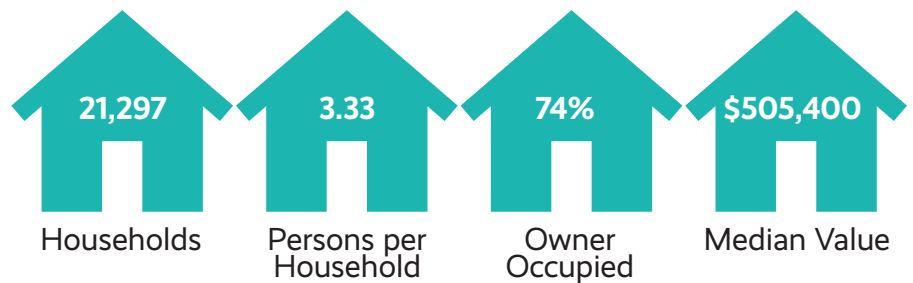


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

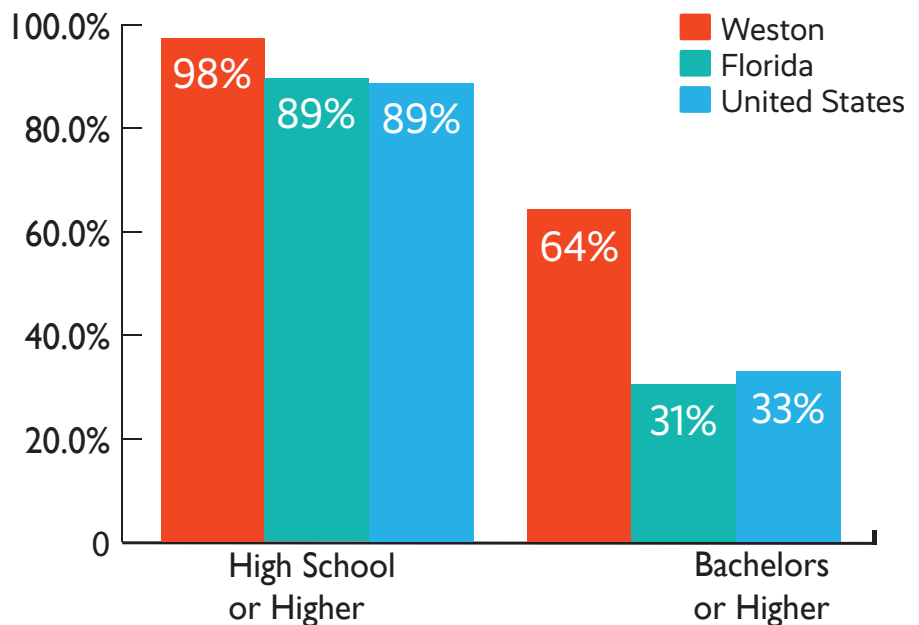


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

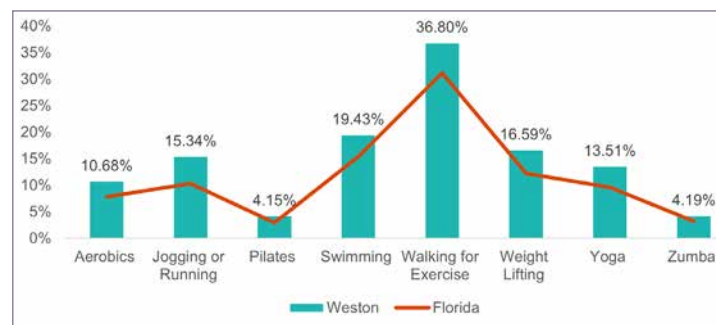


Figure 2.15: Adult Participation in Fitness Activities

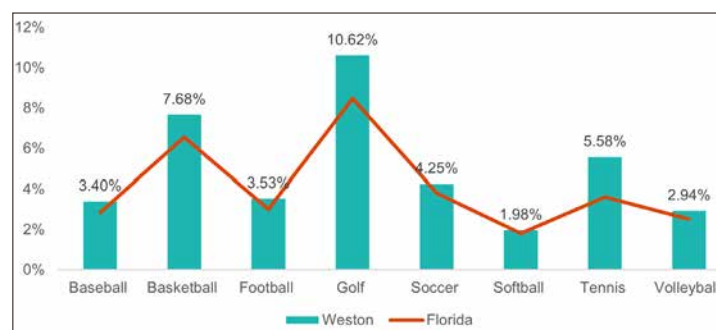


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities





The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

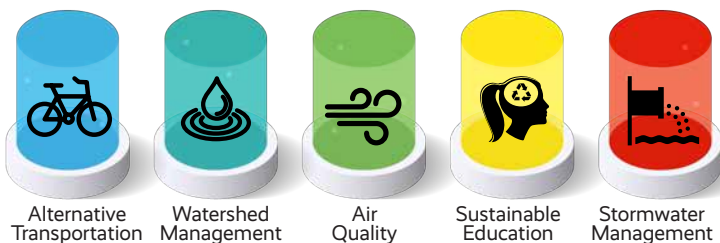


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

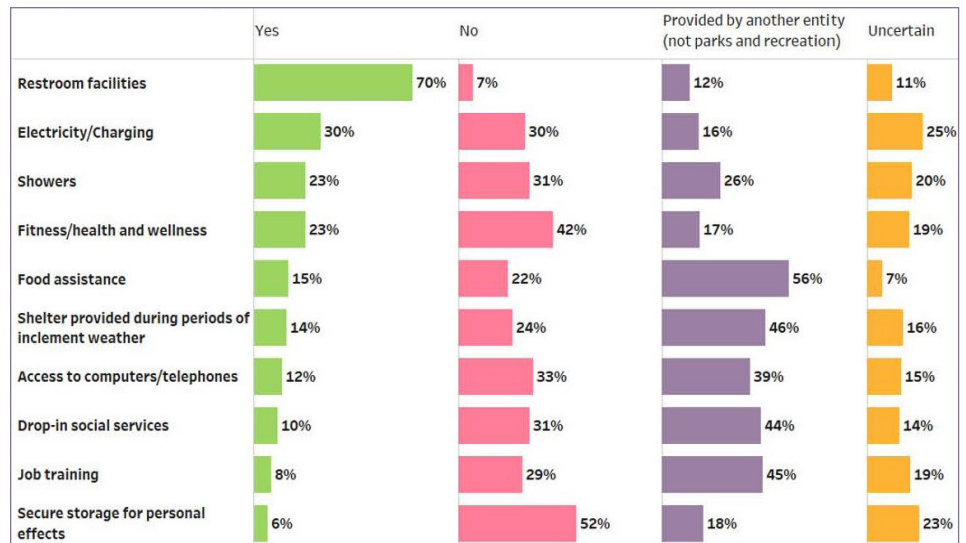


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

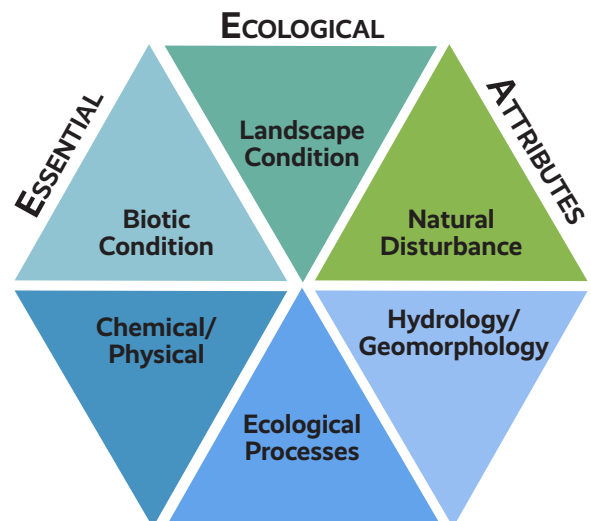


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datat/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

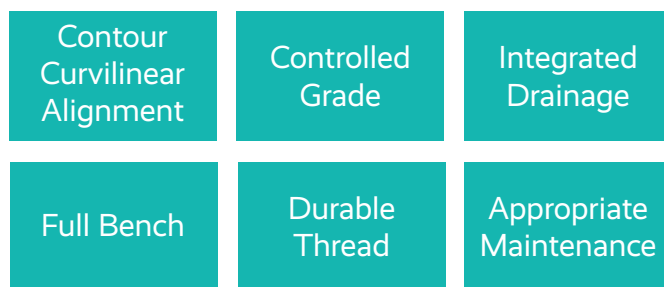
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

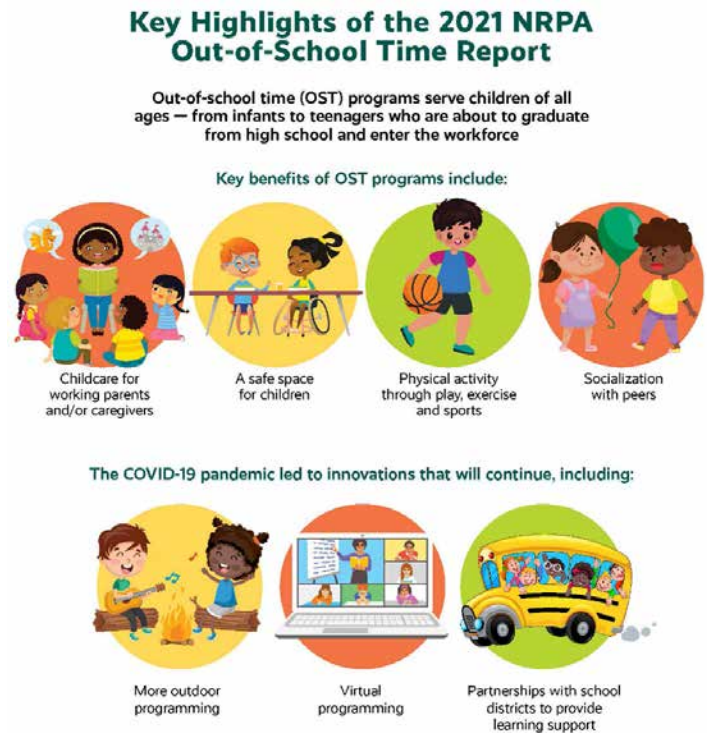


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

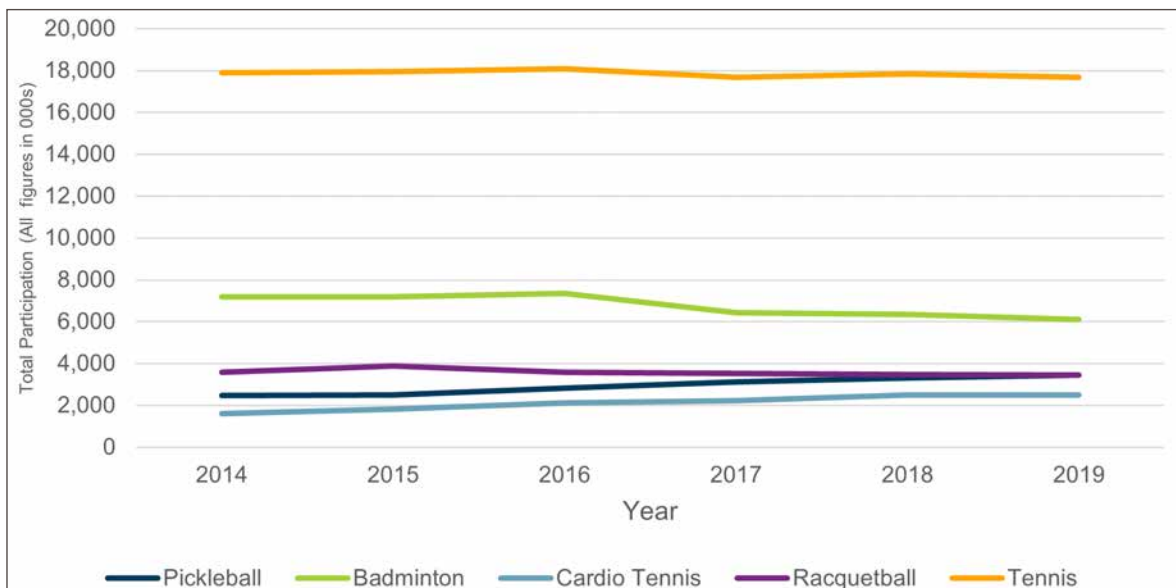


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.





### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated that prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

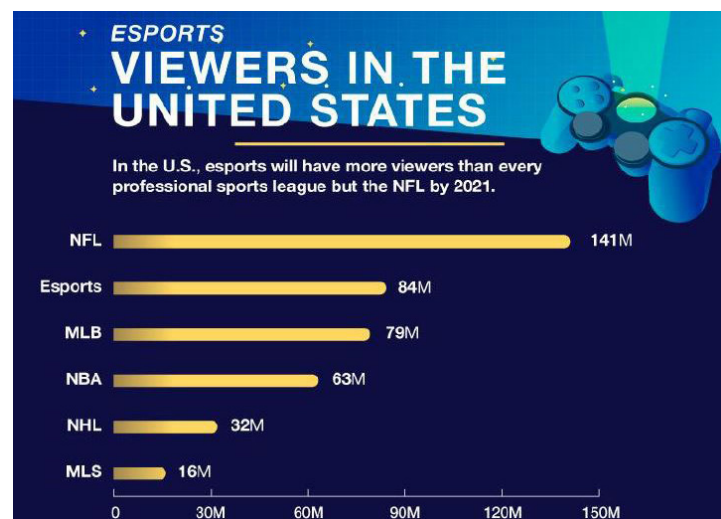


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

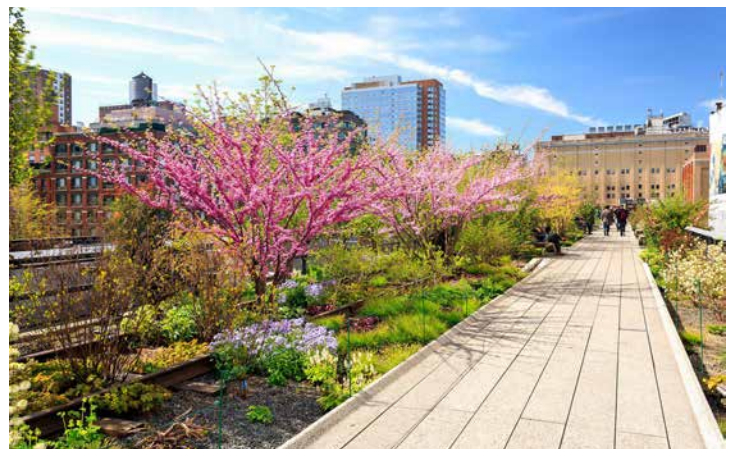


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







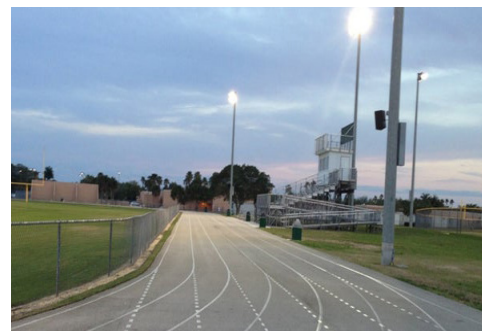
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



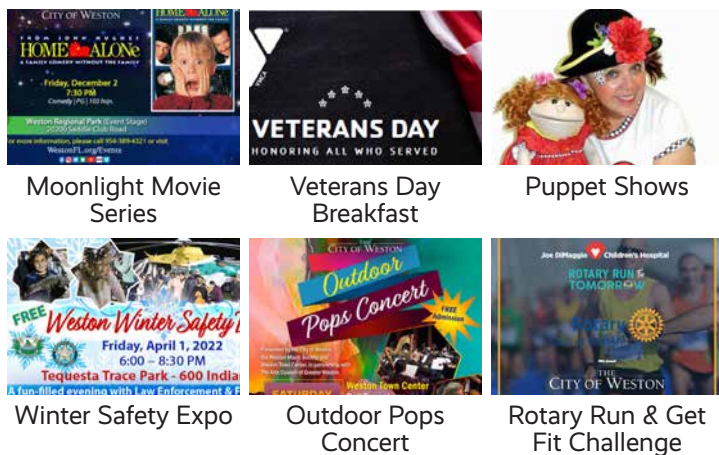
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

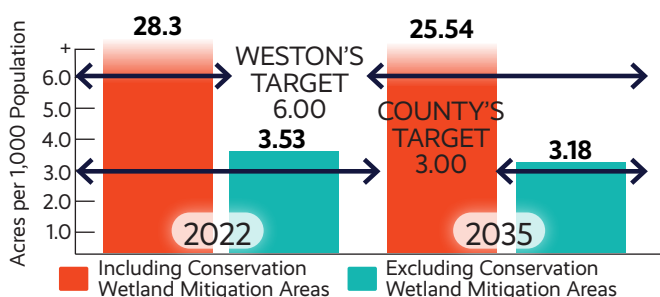


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

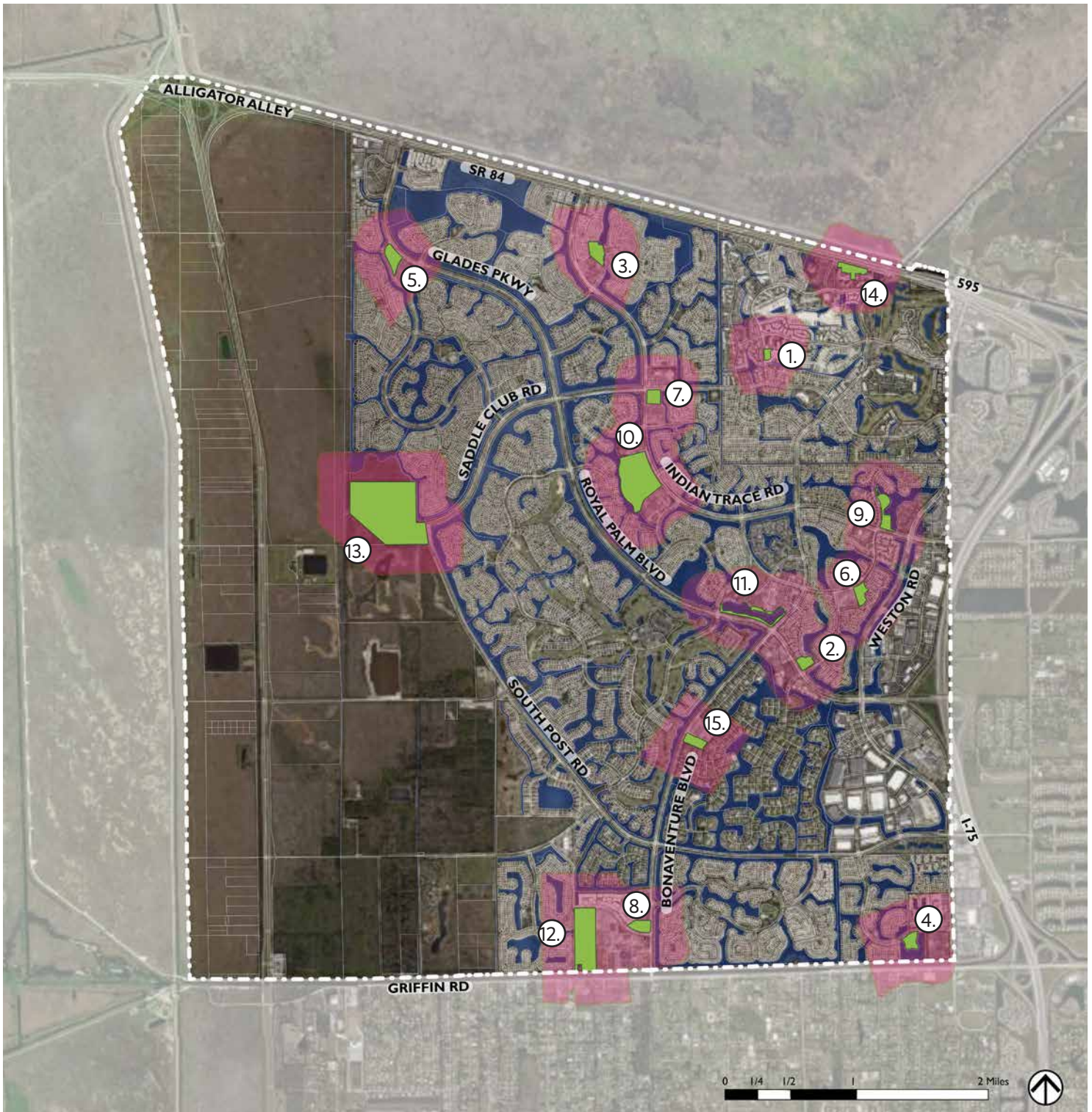
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage 5-minute Walking Distance

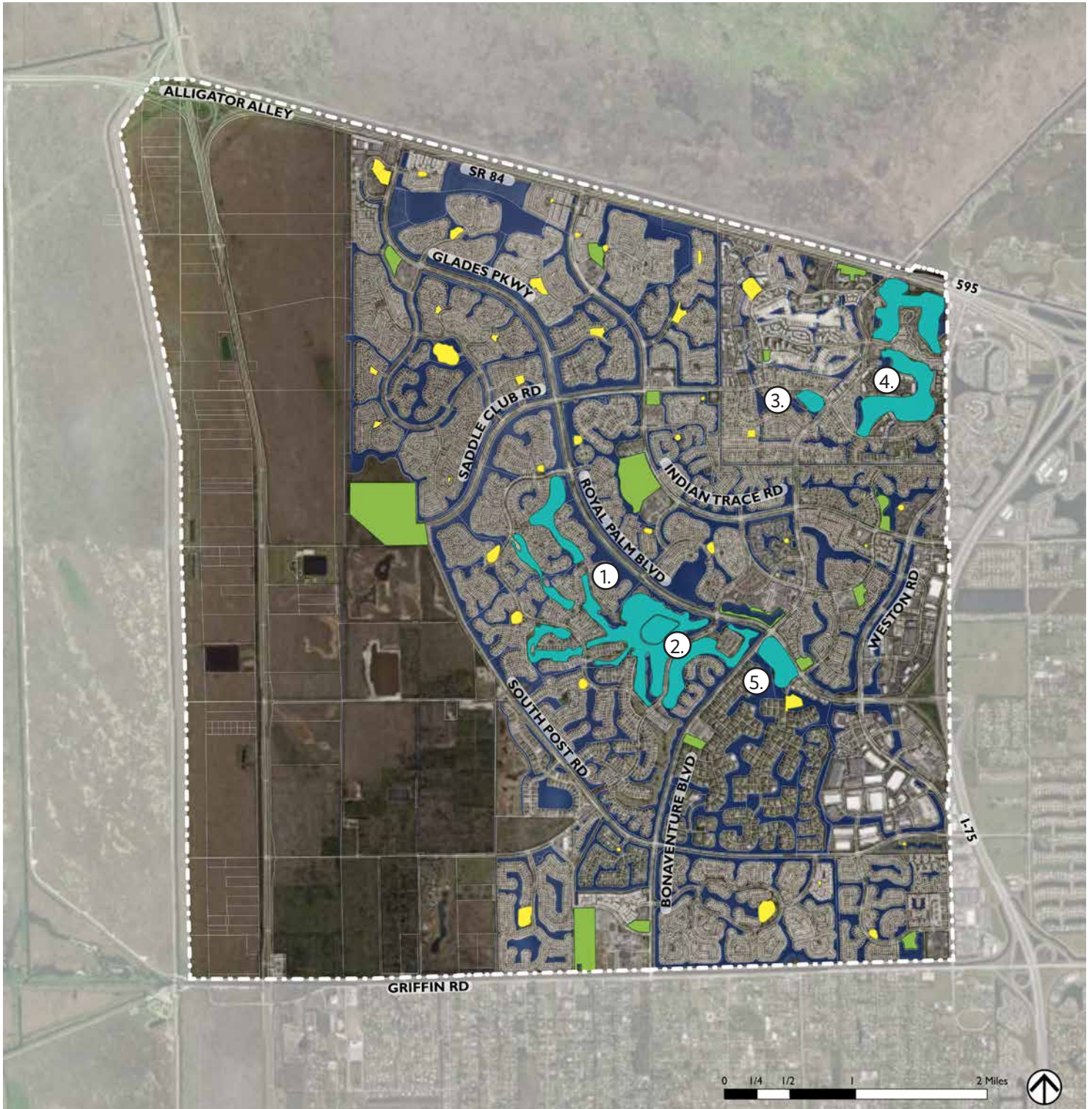
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)





## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

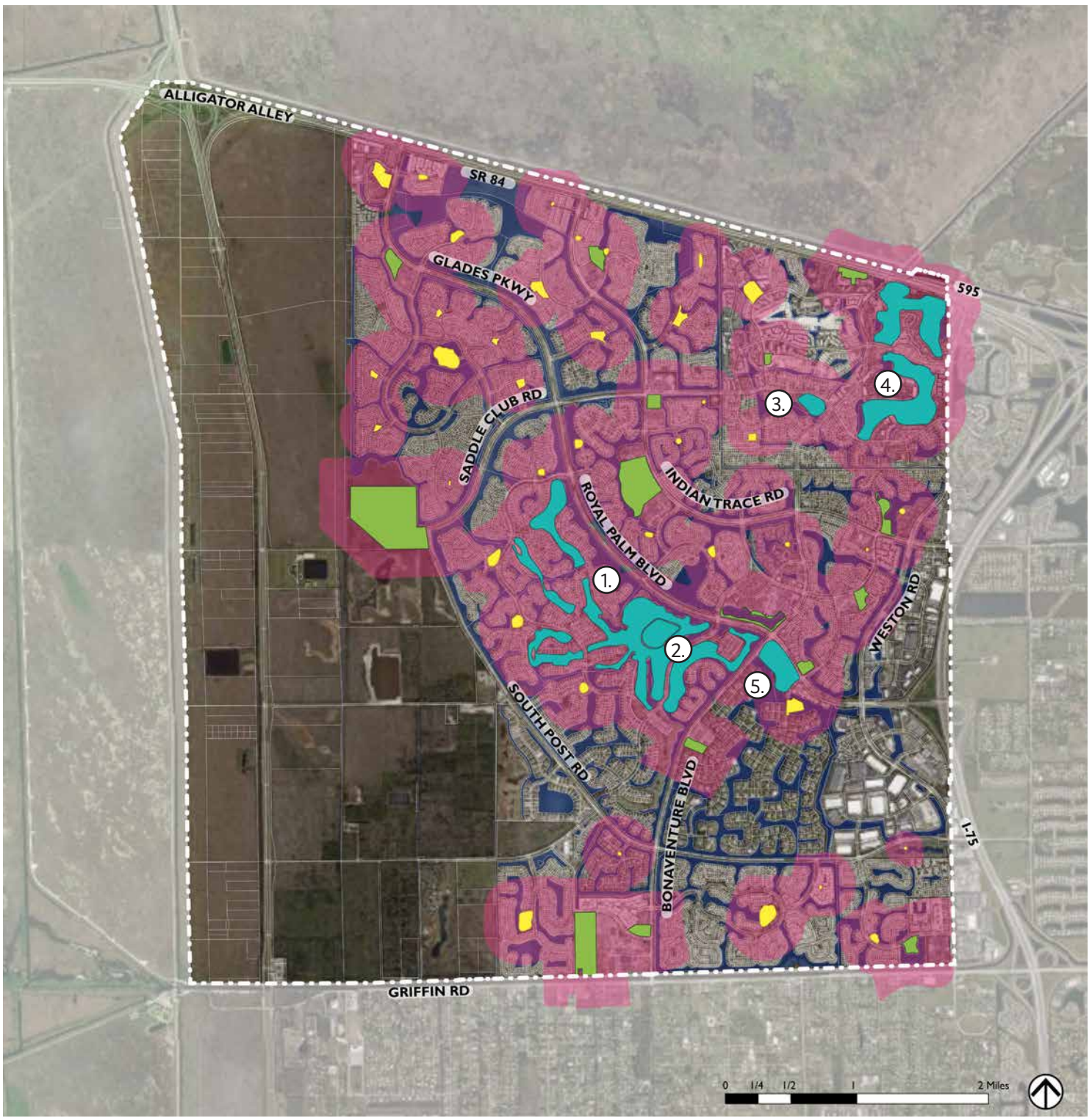
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





### City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)





## City Bike and Pedestrian Paths Map



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities
- Sidewalk
- Shared Use Path\*
- Bike Lane
- Paved Shoulder

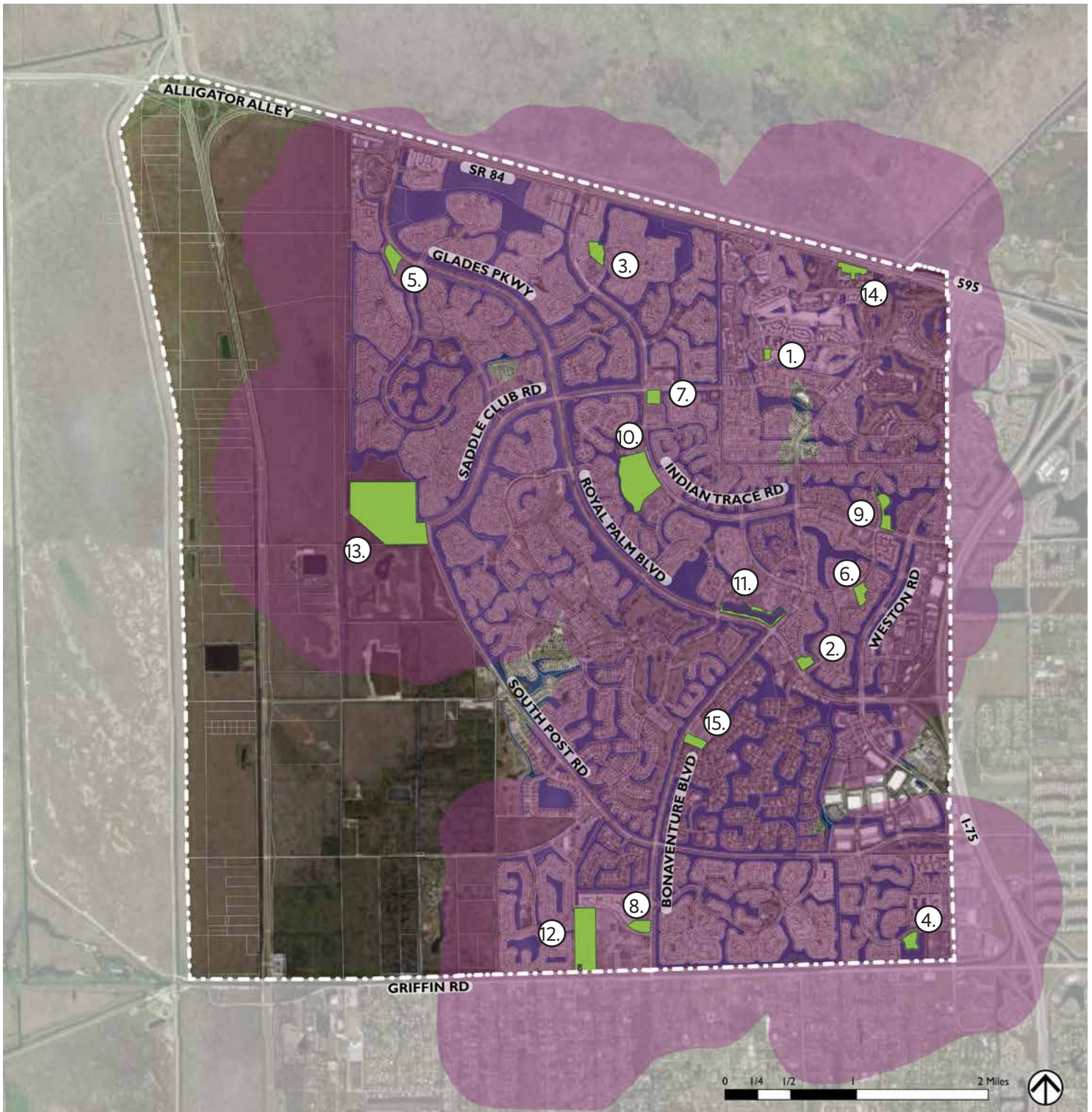
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

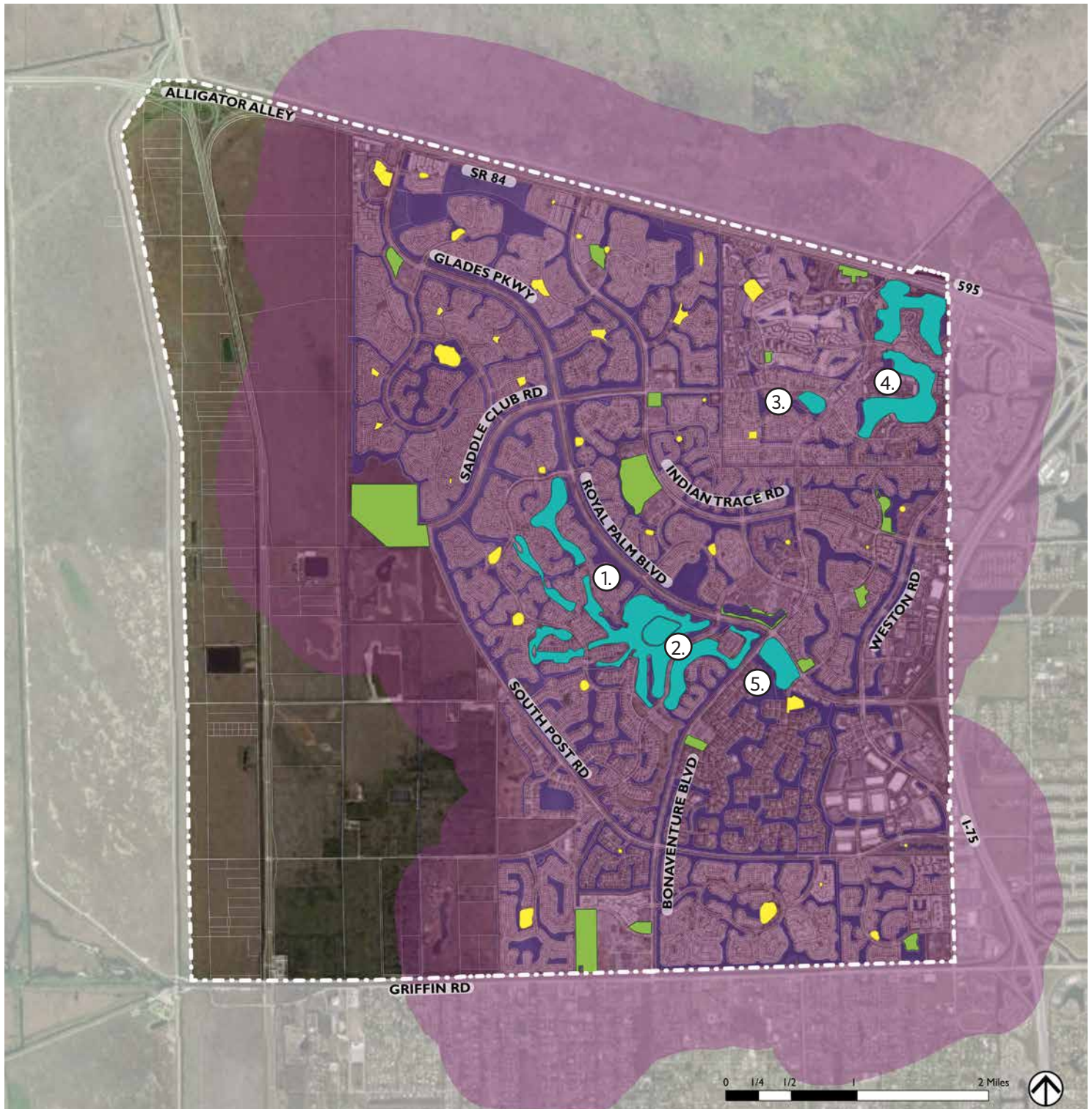
Figure 3.14: Park Bikeability (6-min Parkshed)







## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities

- City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #c6e0b4; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

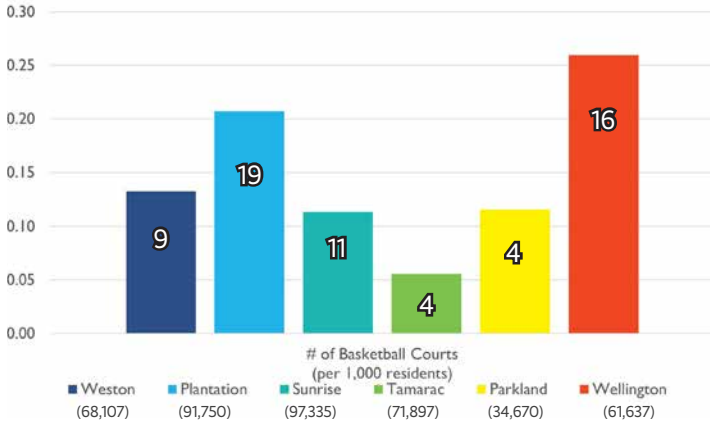
\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

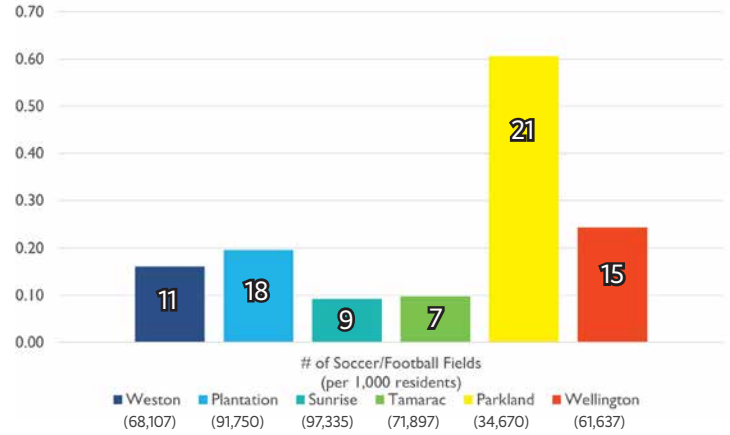
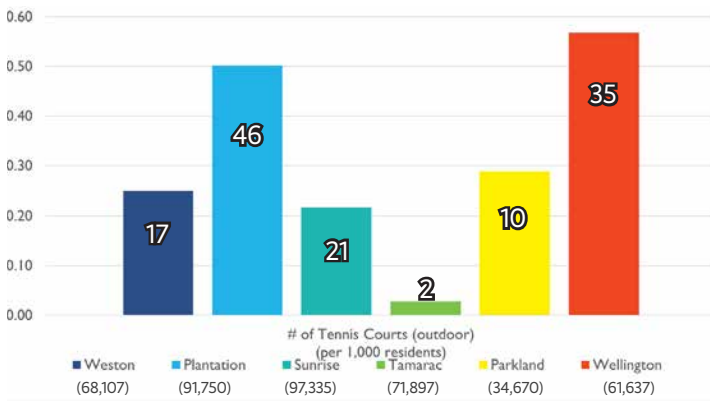


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

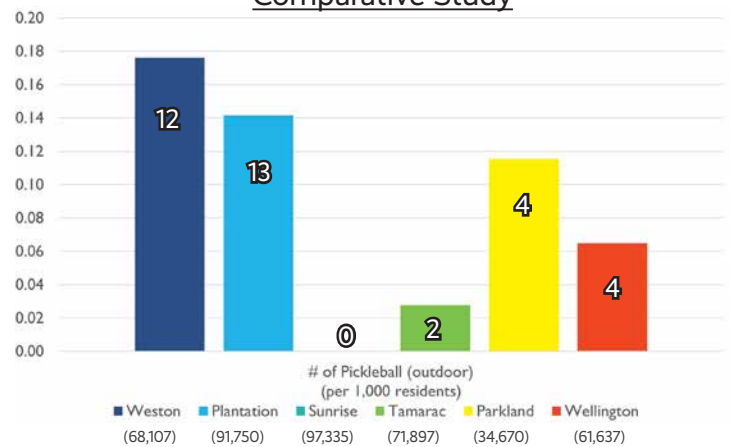
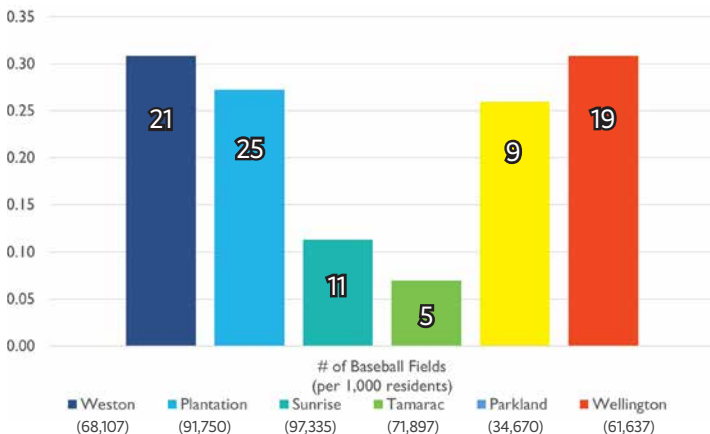


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

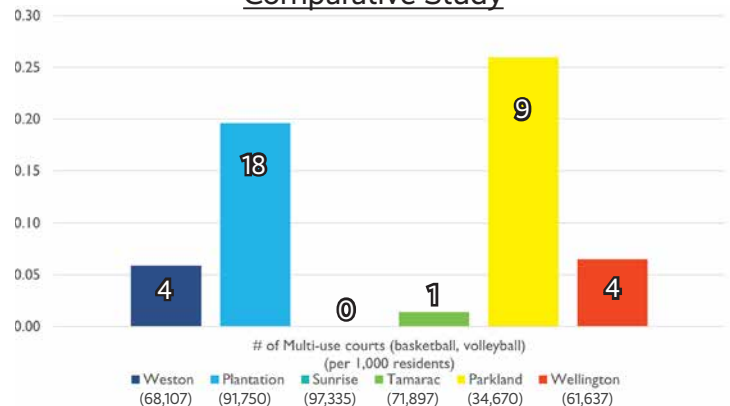


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

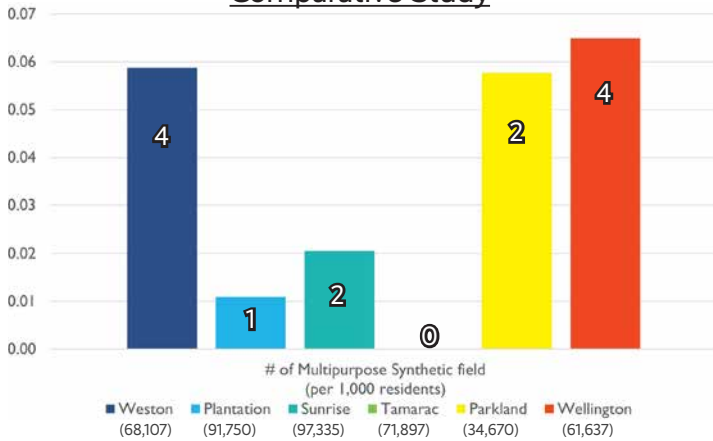


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

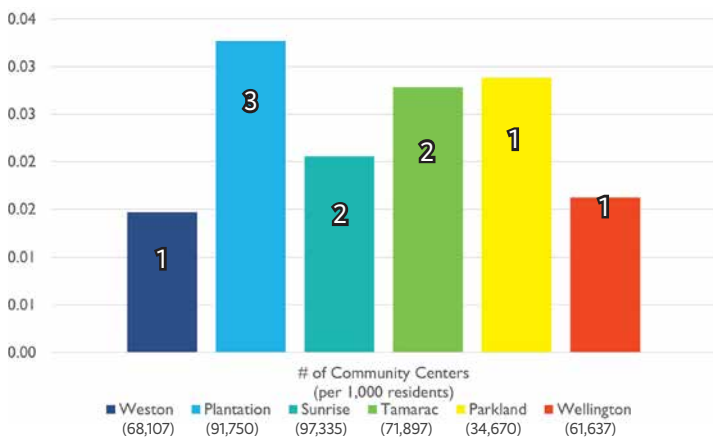


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

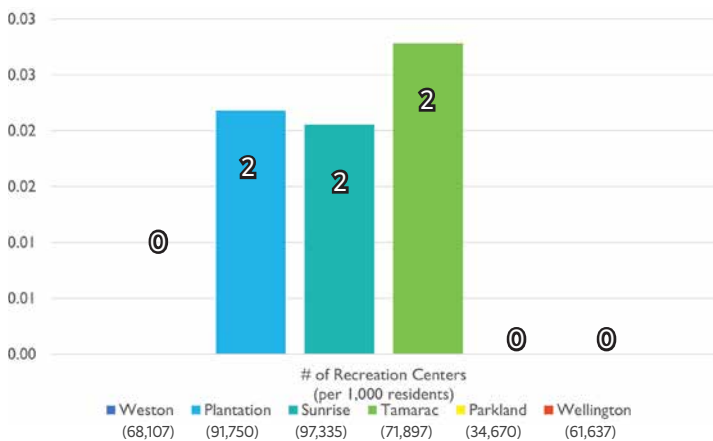


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

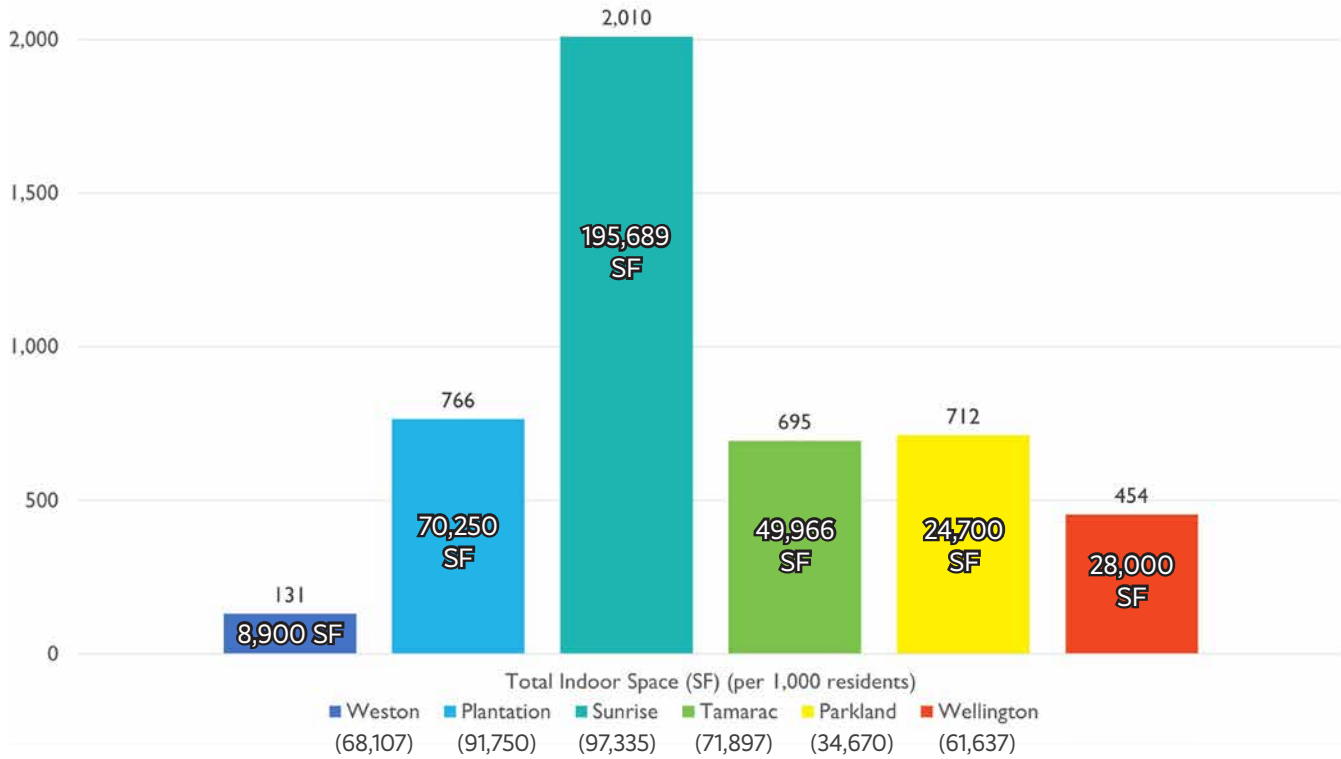


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

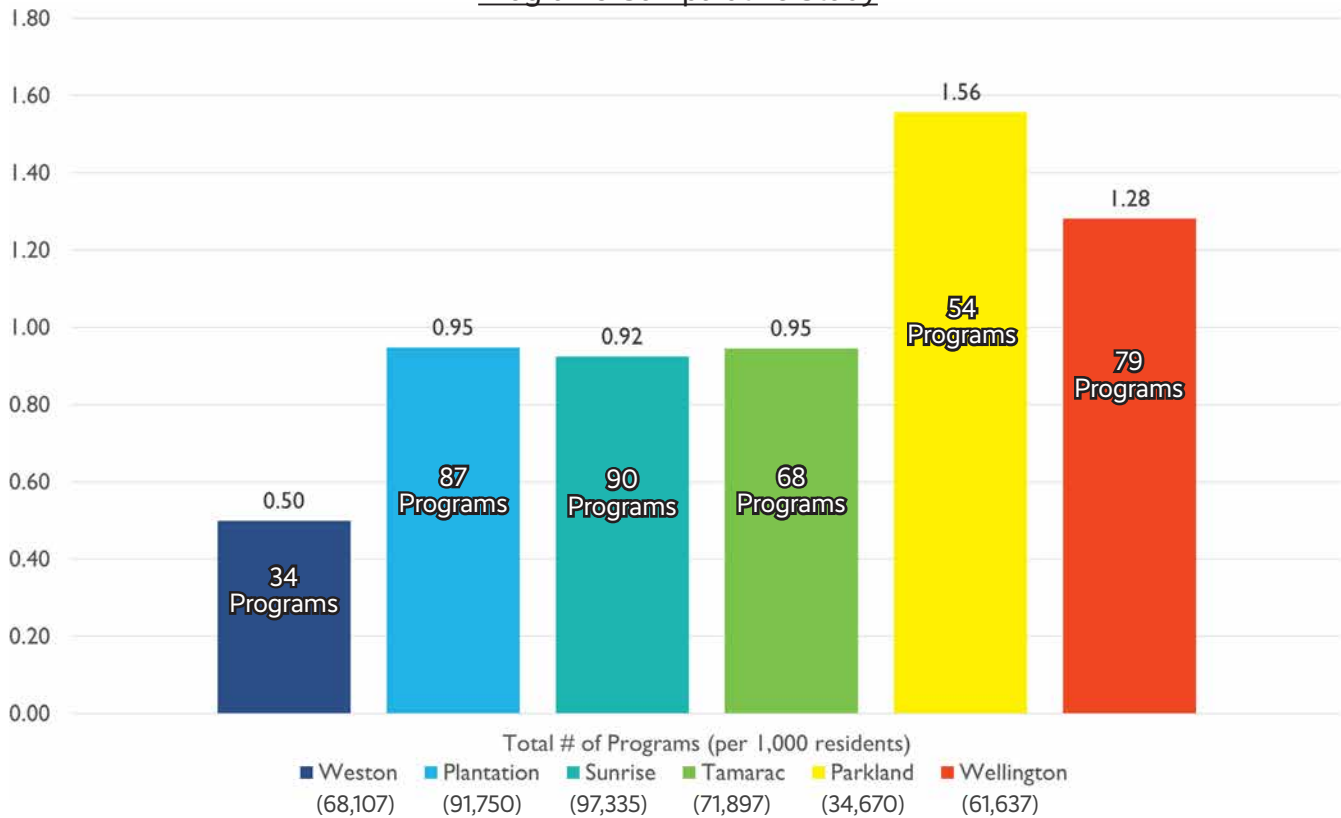


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

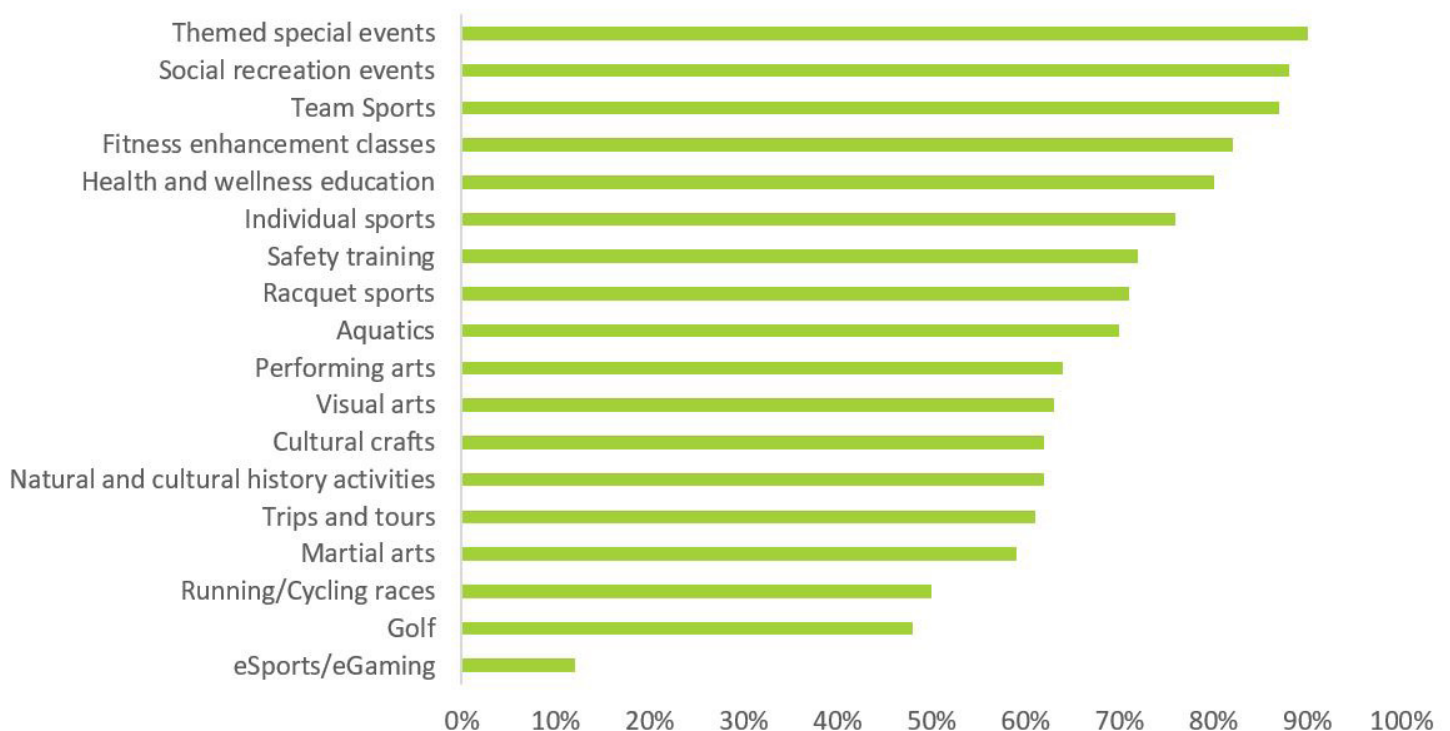


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

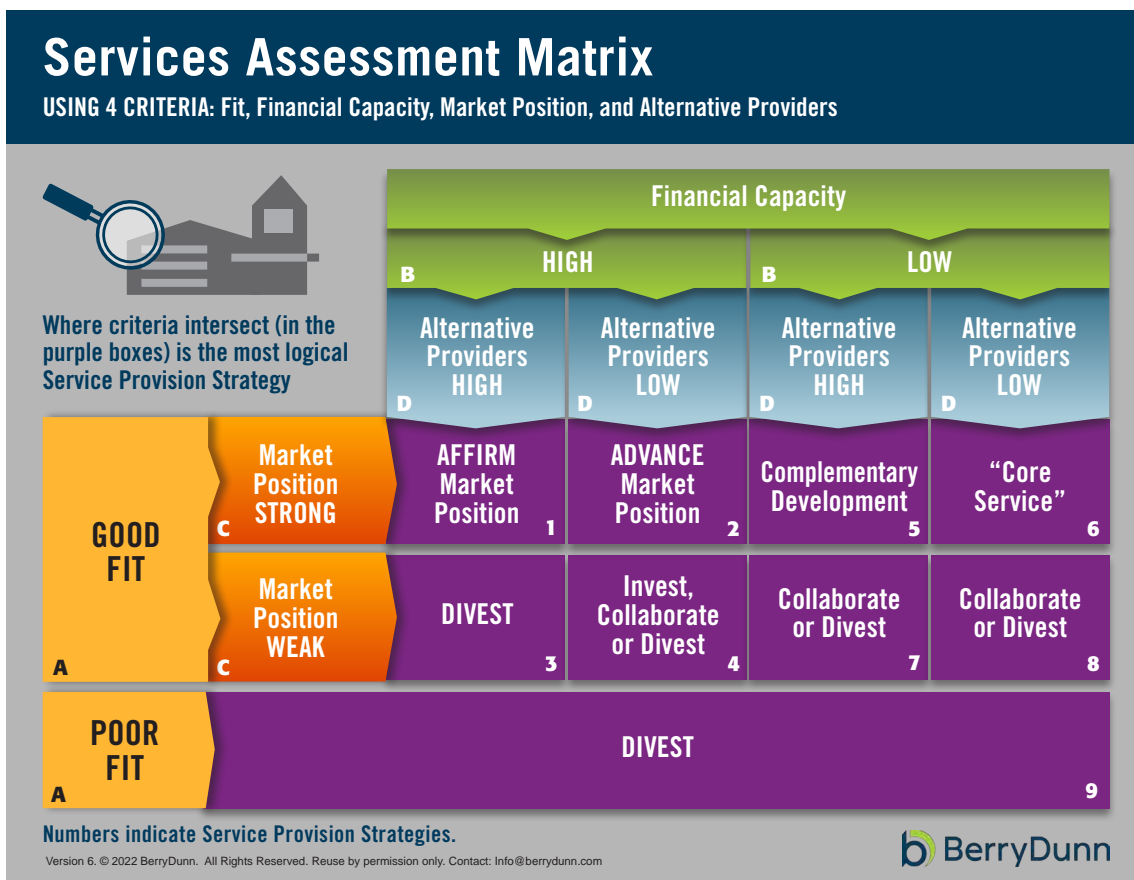


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

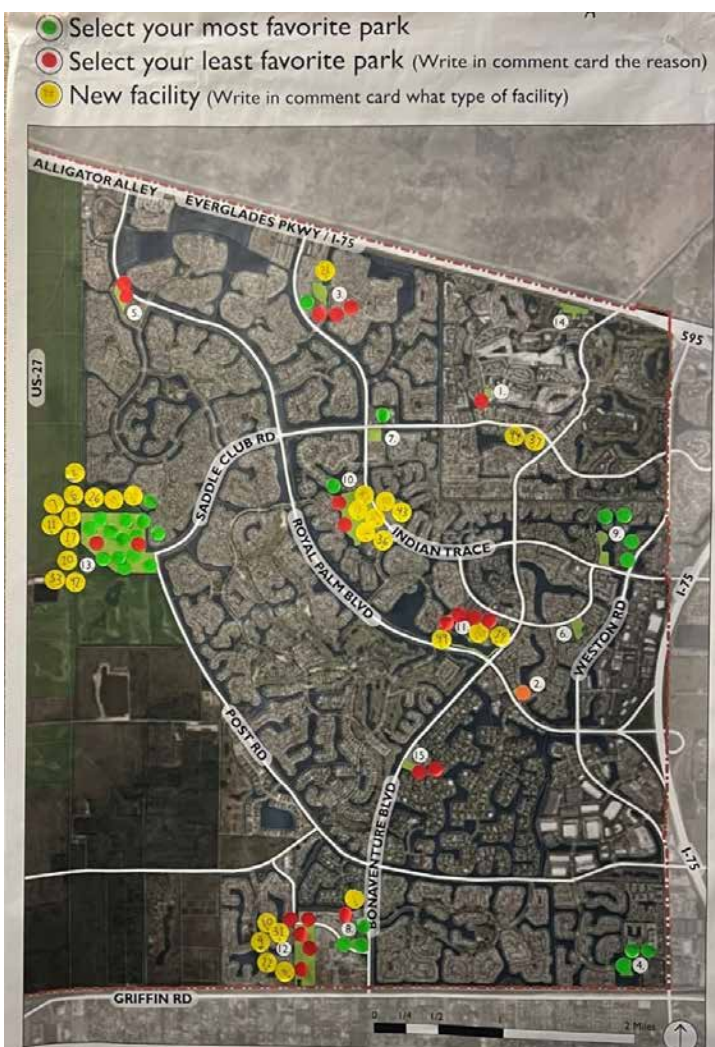


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

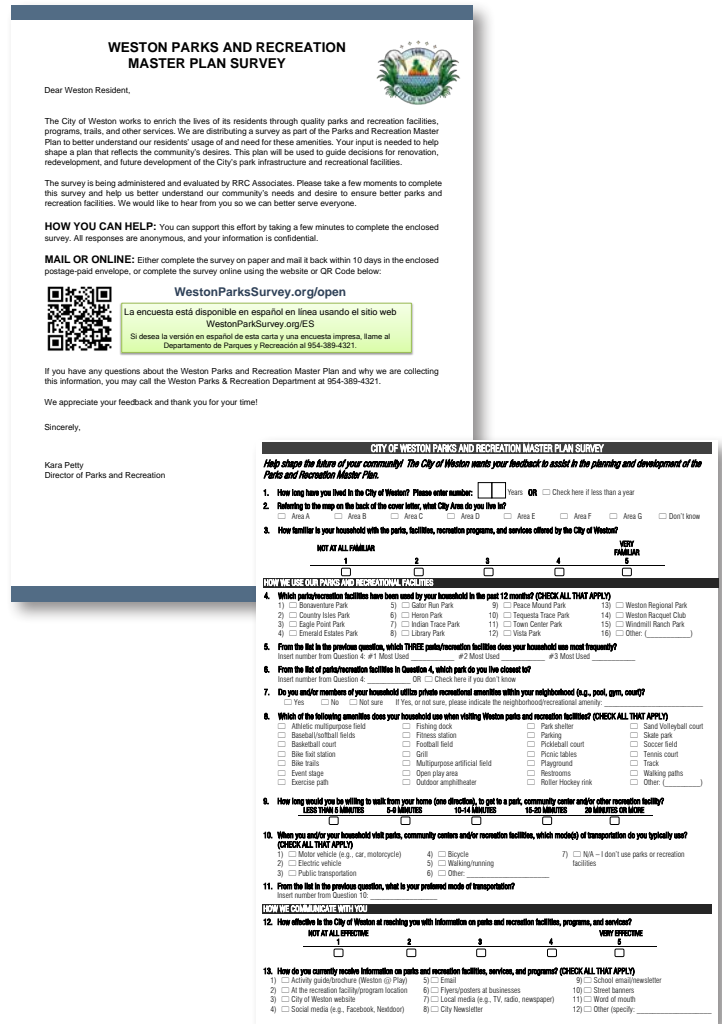


Figure 4.11: Survey Cover Letter and Survey Sample.

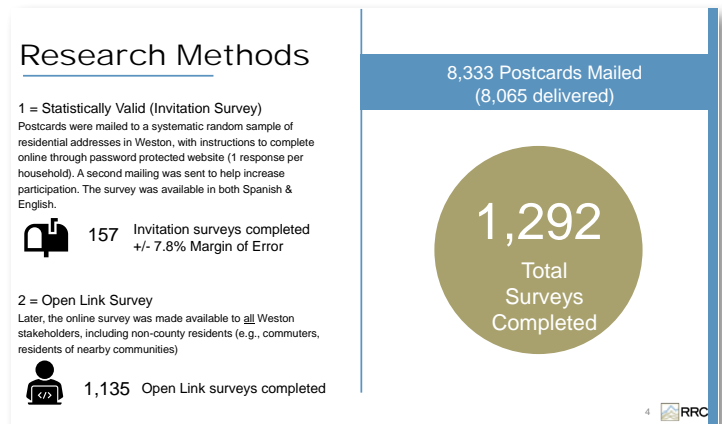
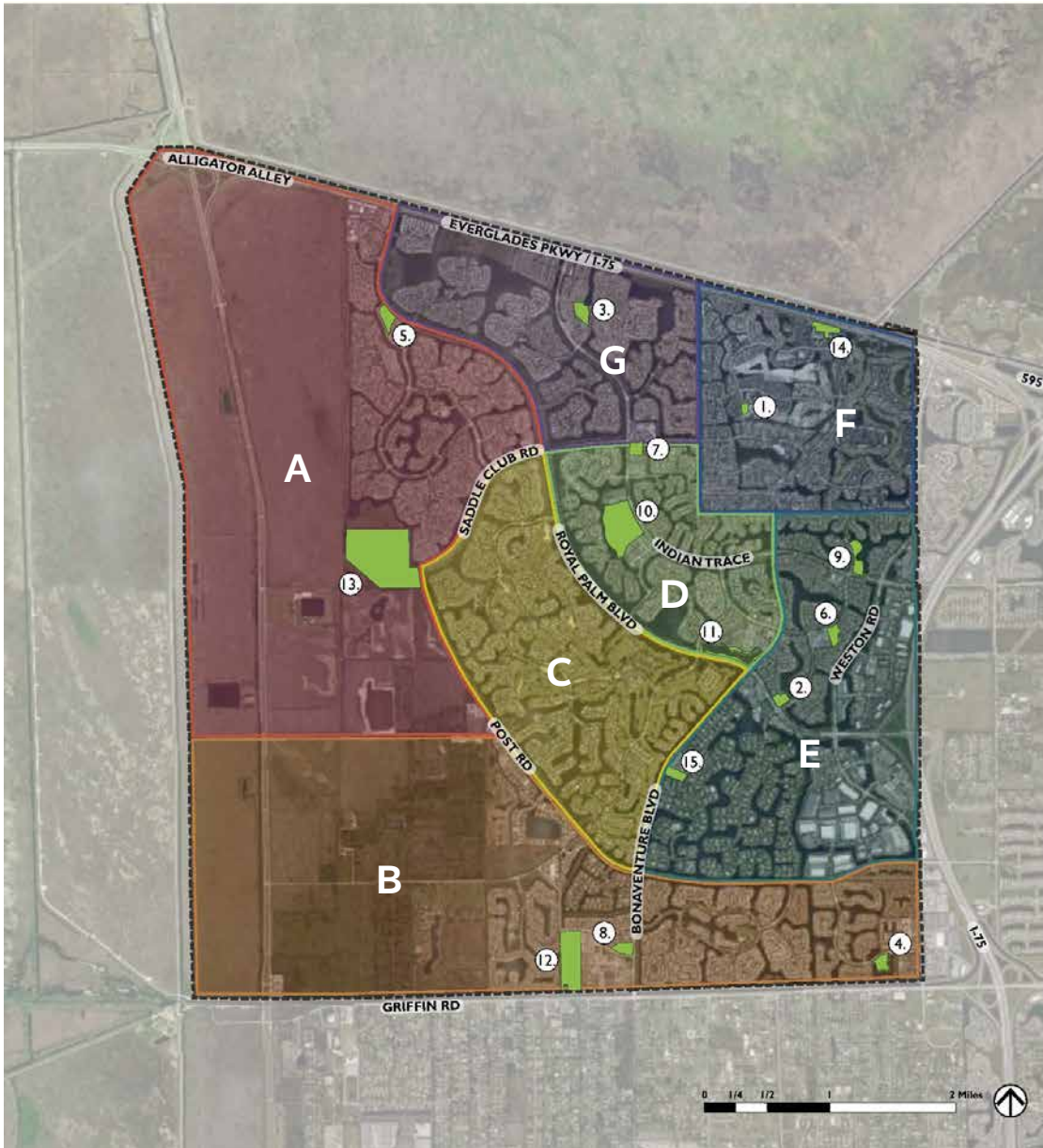


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G


- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

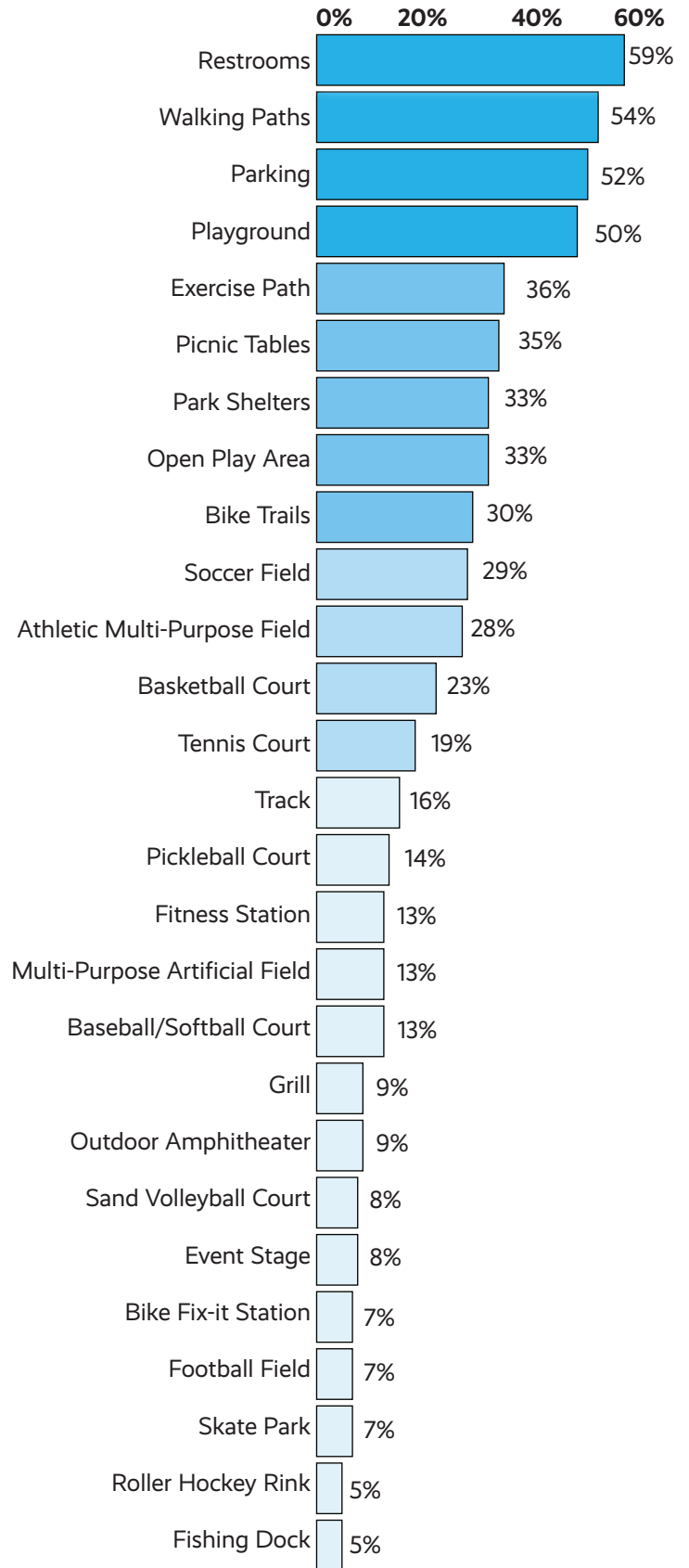


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

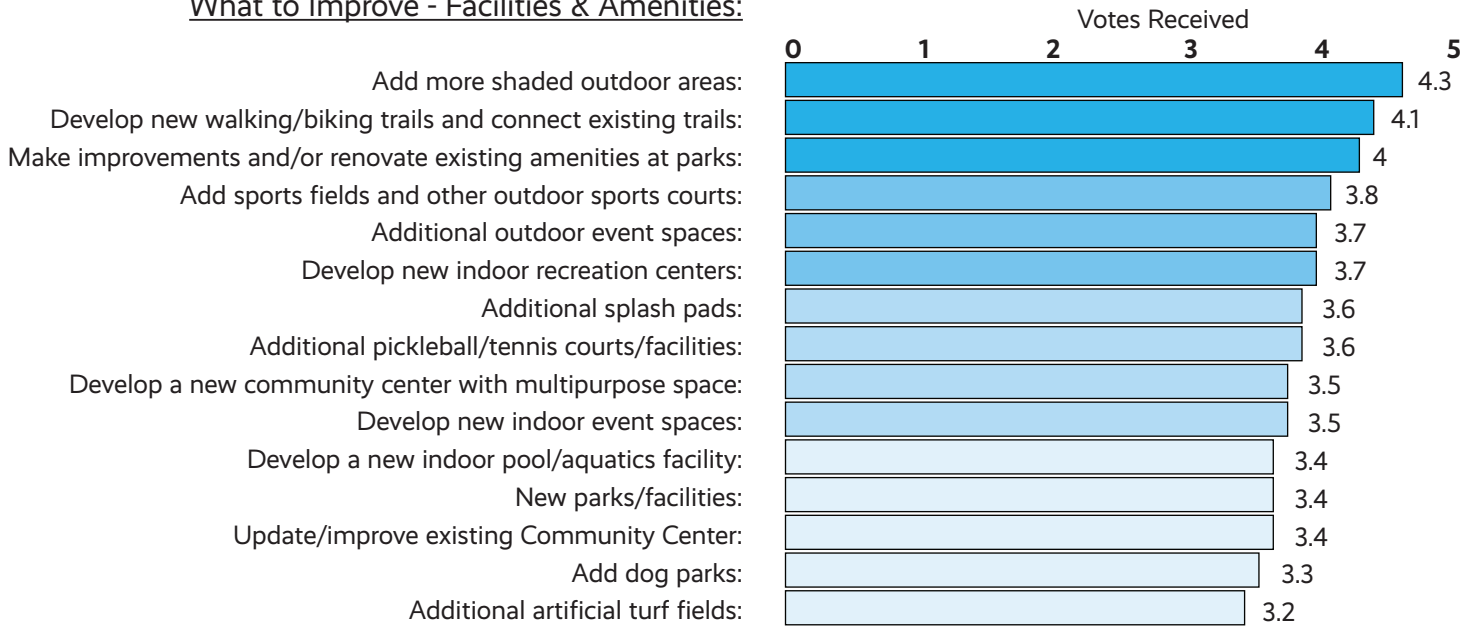


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

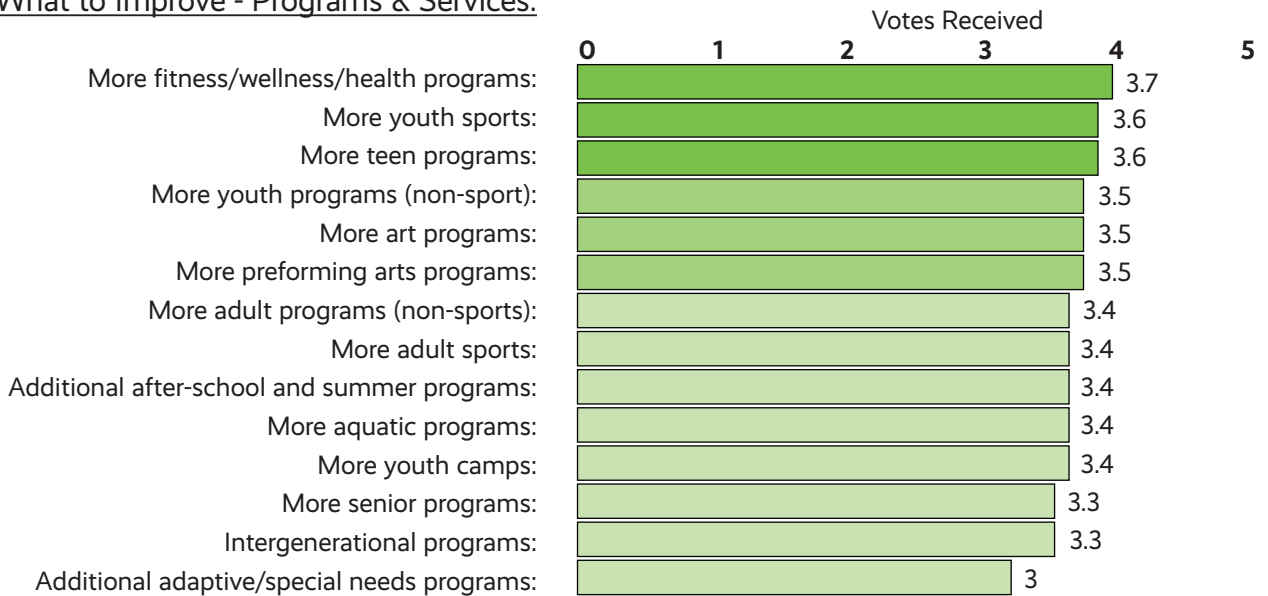


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

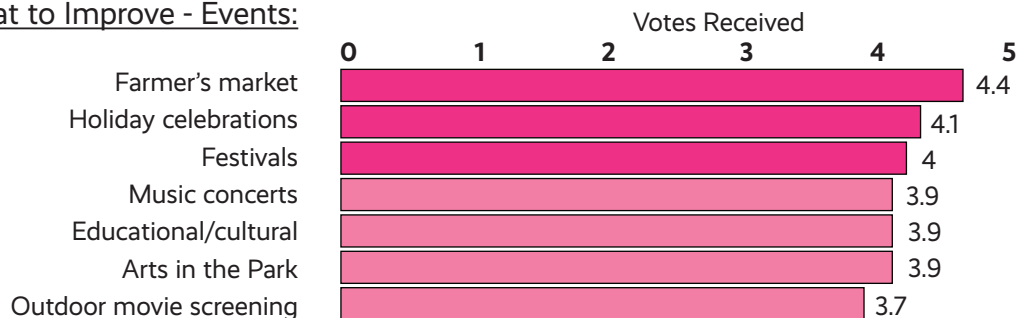


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

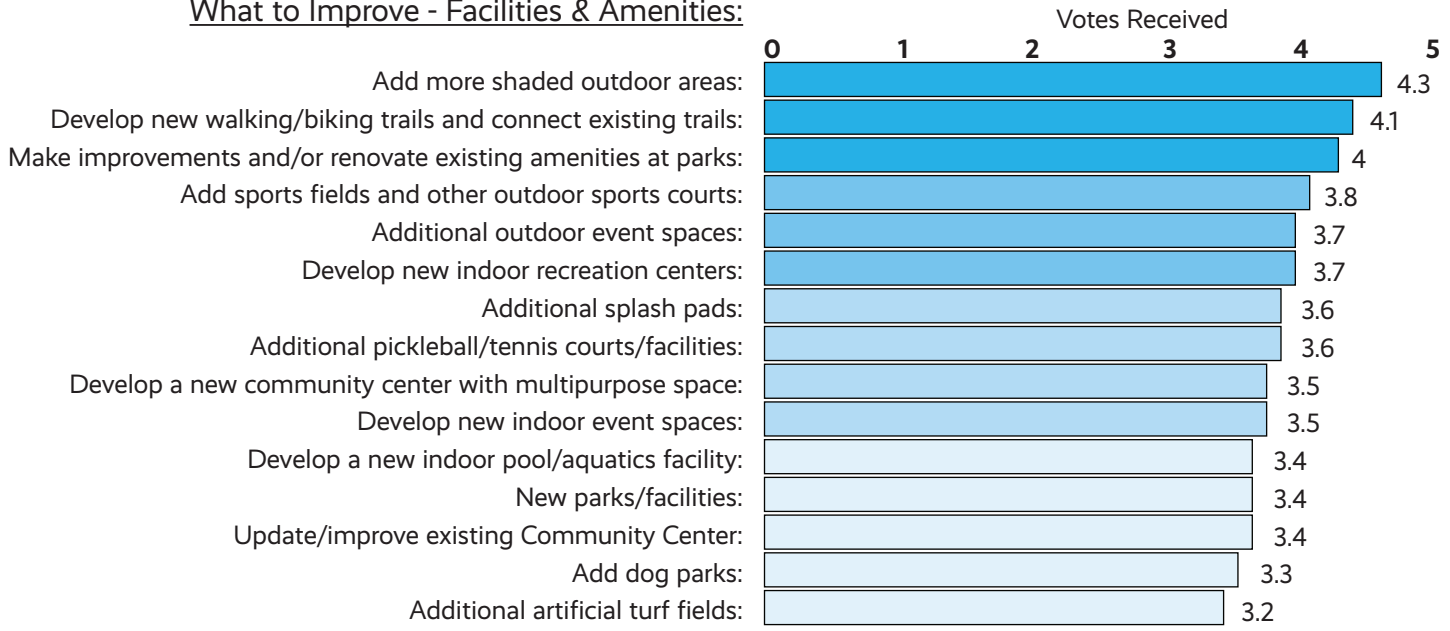


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

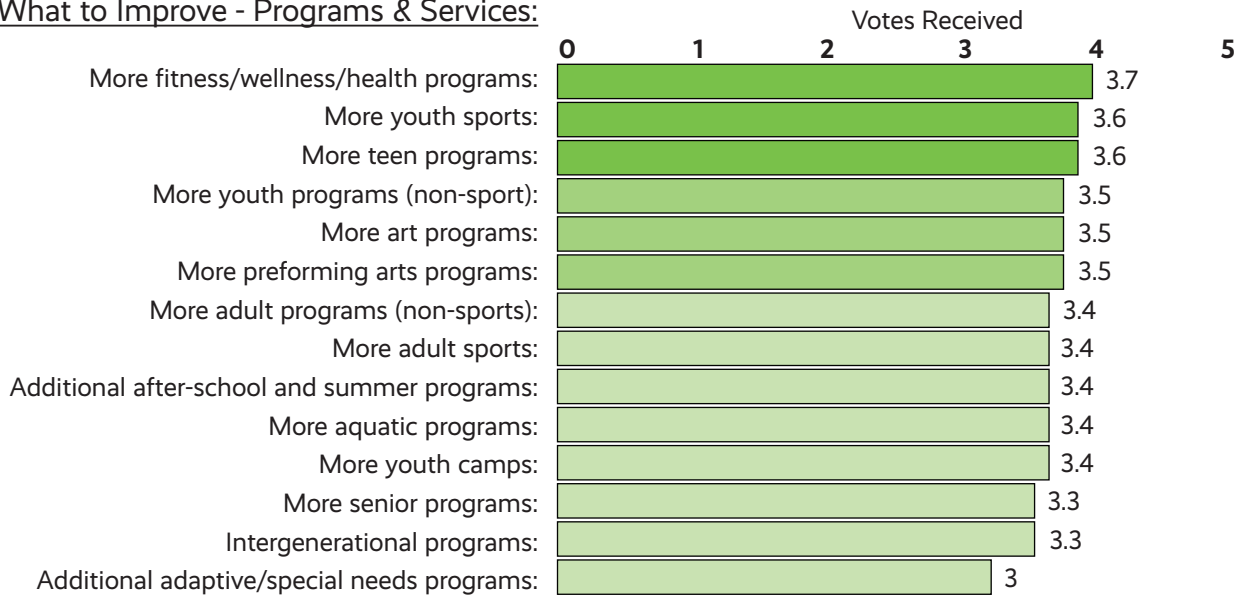


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

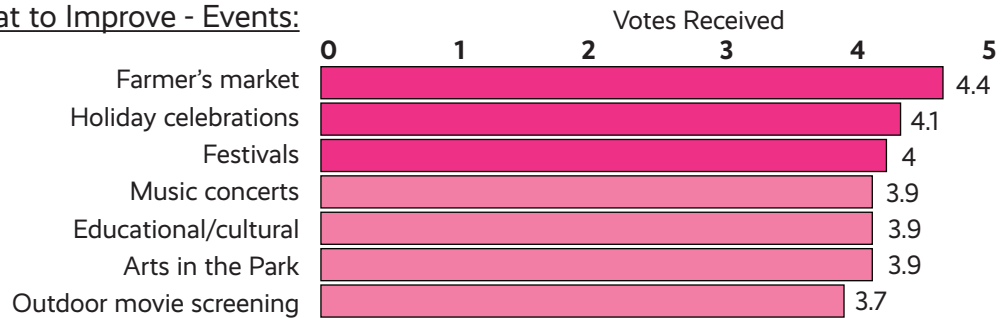


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.

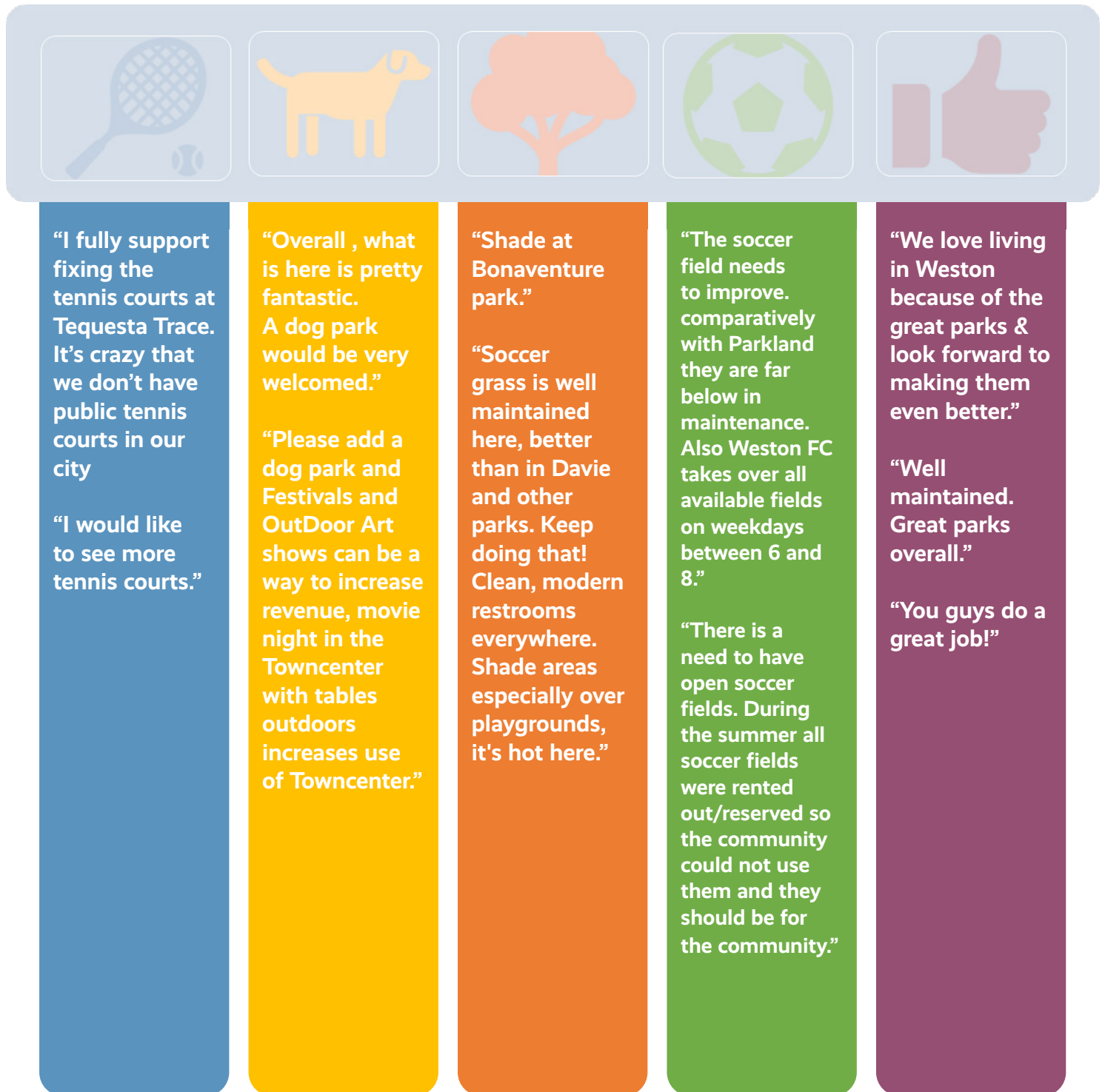


Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



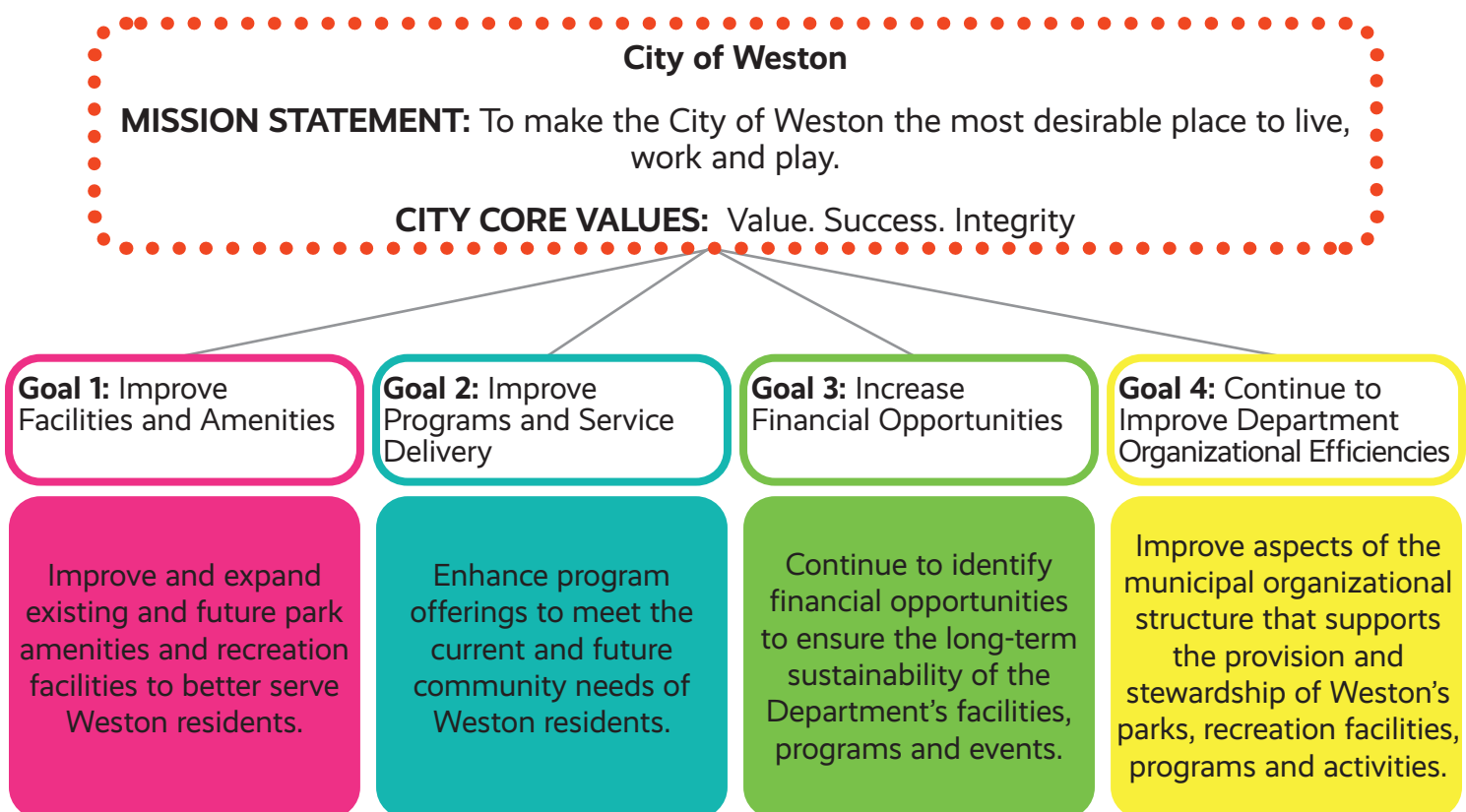
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

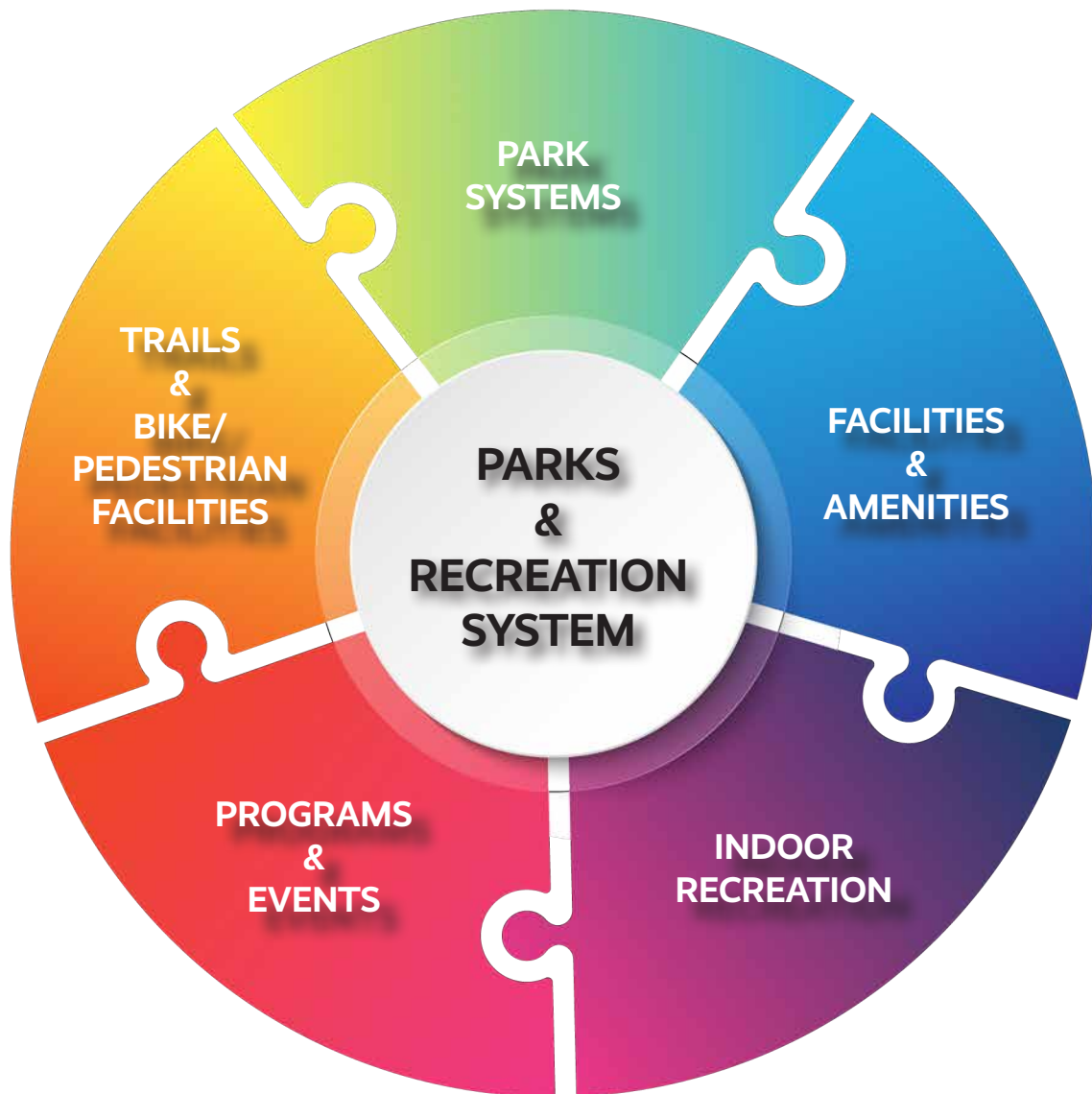


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





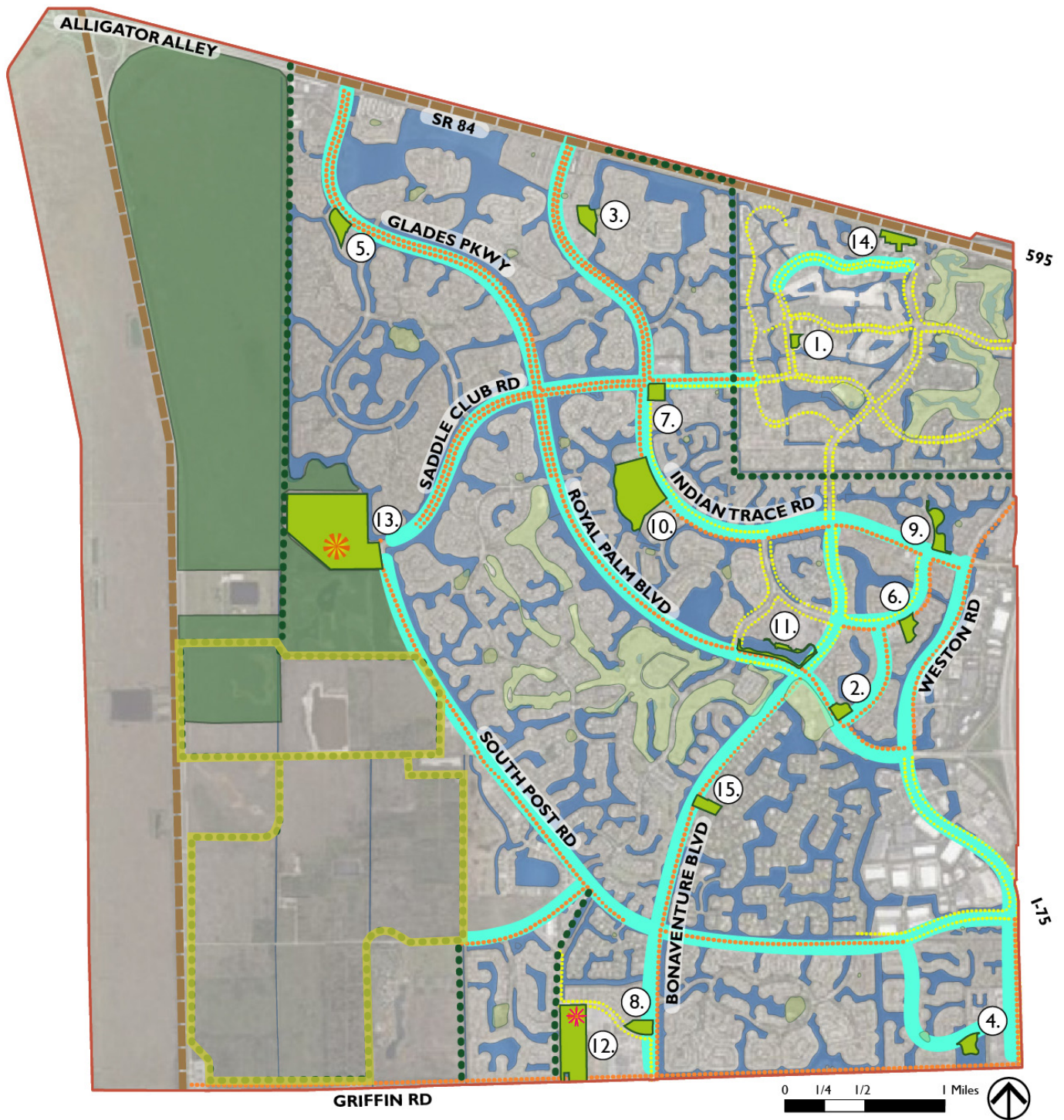


 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance  Increase usage</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
	<ul style="list-style-type: none"> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 335 days of use</li> </ul>	
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	\$780,000	\$572,500	\$420,000	\$1,772,500

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	\$405,000	\$375,000	\$500,000	\$1,280,000
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educated the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- Access to additional funding: Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- Encourages innovation and creativity: Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- Supports community involvement: Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- Promotes sustainability: Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- Boosts local economy: Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey







## Appendix A. Parks Improvement Scenarios





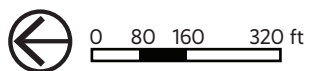
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

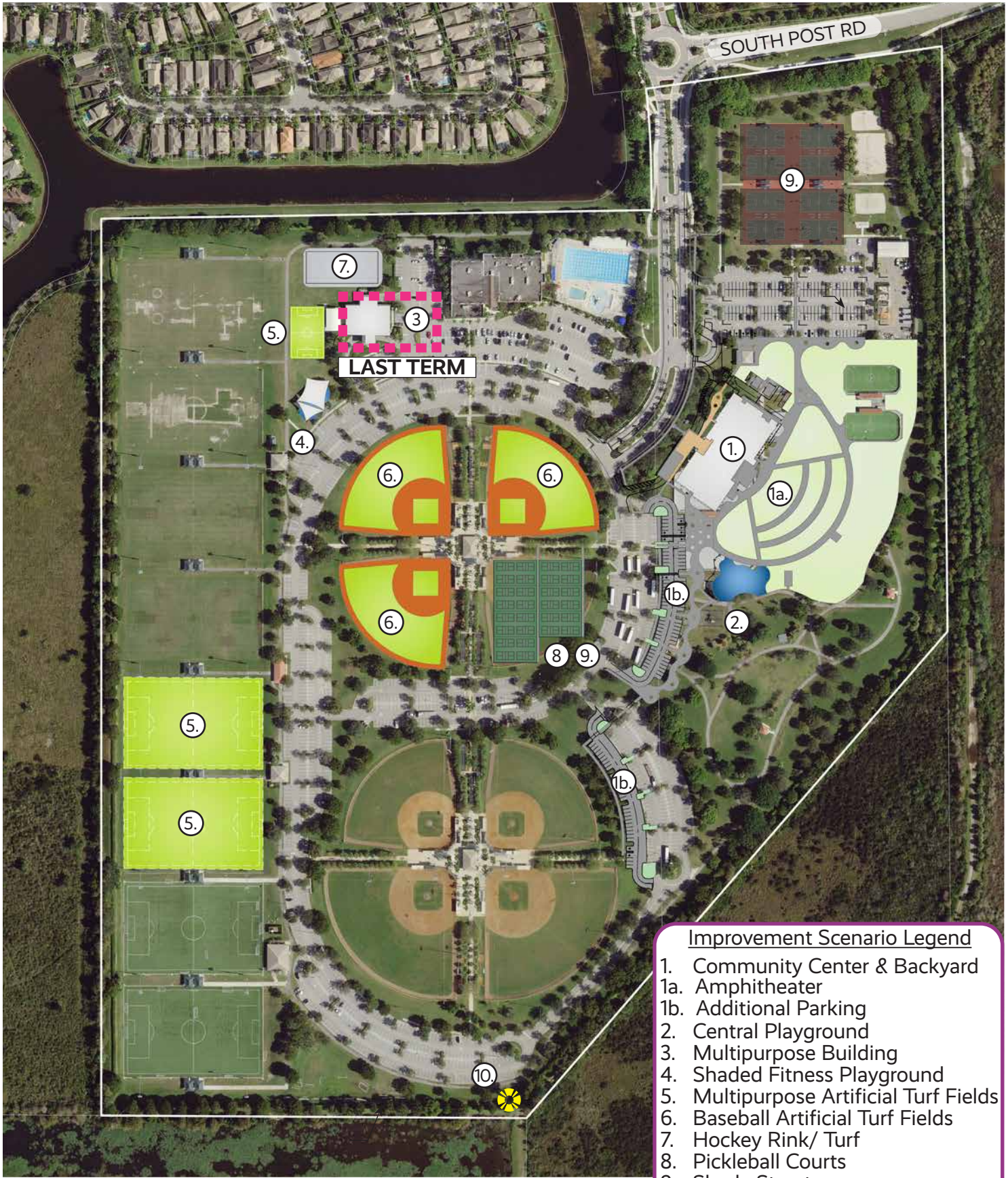
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



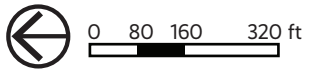




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

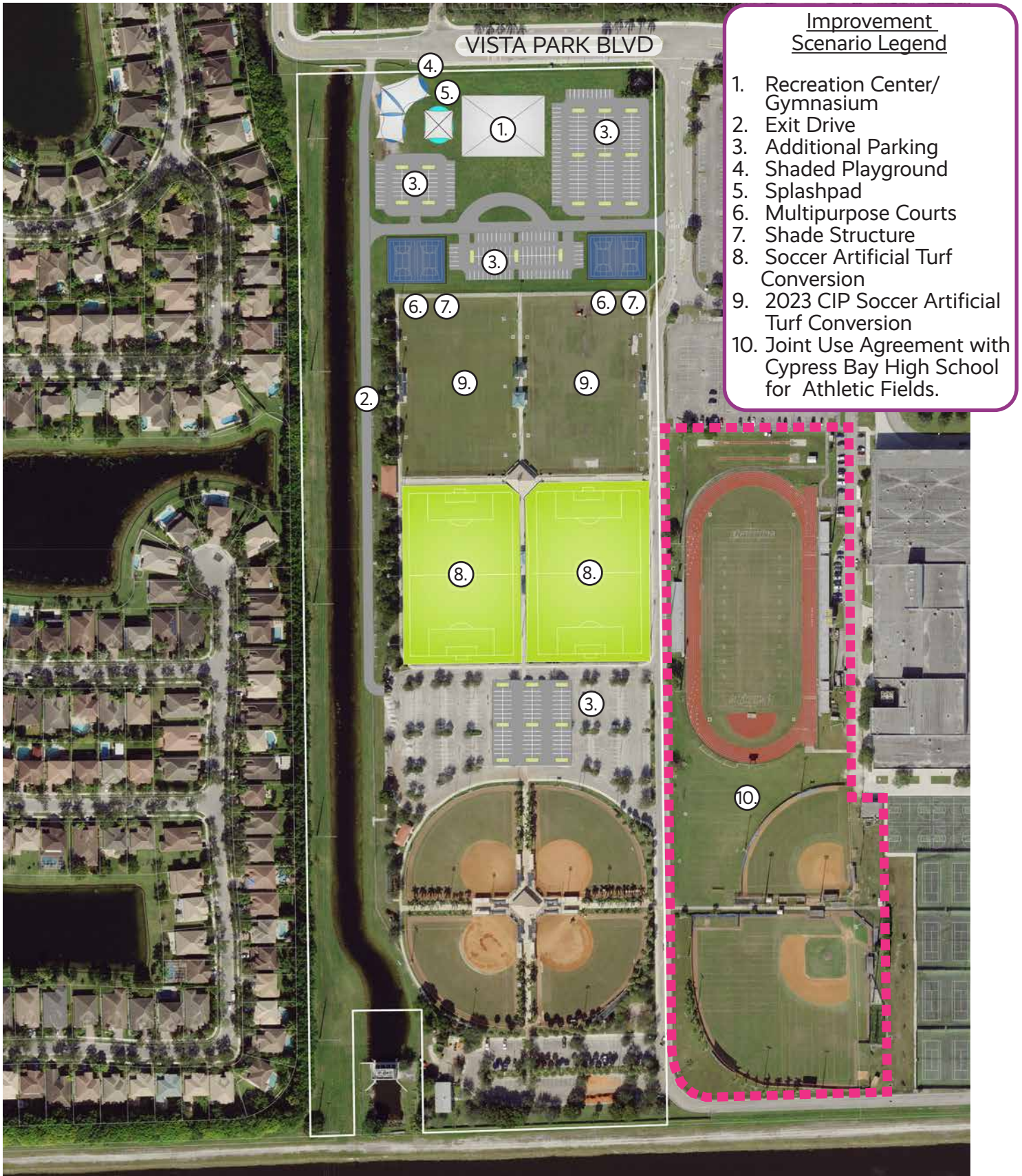
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.

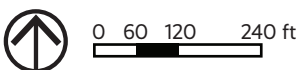


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total:</b>				<b>\$29,400,000</b>
<b>*Grand Total:</b>				<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total:</b>				<b>\$13,354,500</b>
<b>*Grand Total:</b>				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





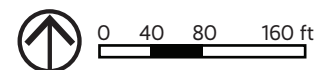


### Eagle Point Park Improvement Scenario



**Improvement Scenario Legend**

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

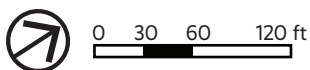




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
1. Playground Upgrade
  2. Shaded Fitness Area
  3. Restroom
  4. Paver Parking
  5. Paths
  6. Open Play Field
  7. Multipurpose Court
  8. Pickleball Court





Windmill Ranch Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			Total:	<b>\$4,170,000</b>
			*Grand Total:	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



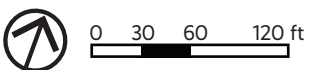


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.





## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

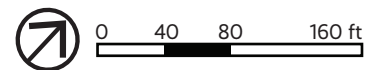
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

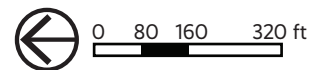
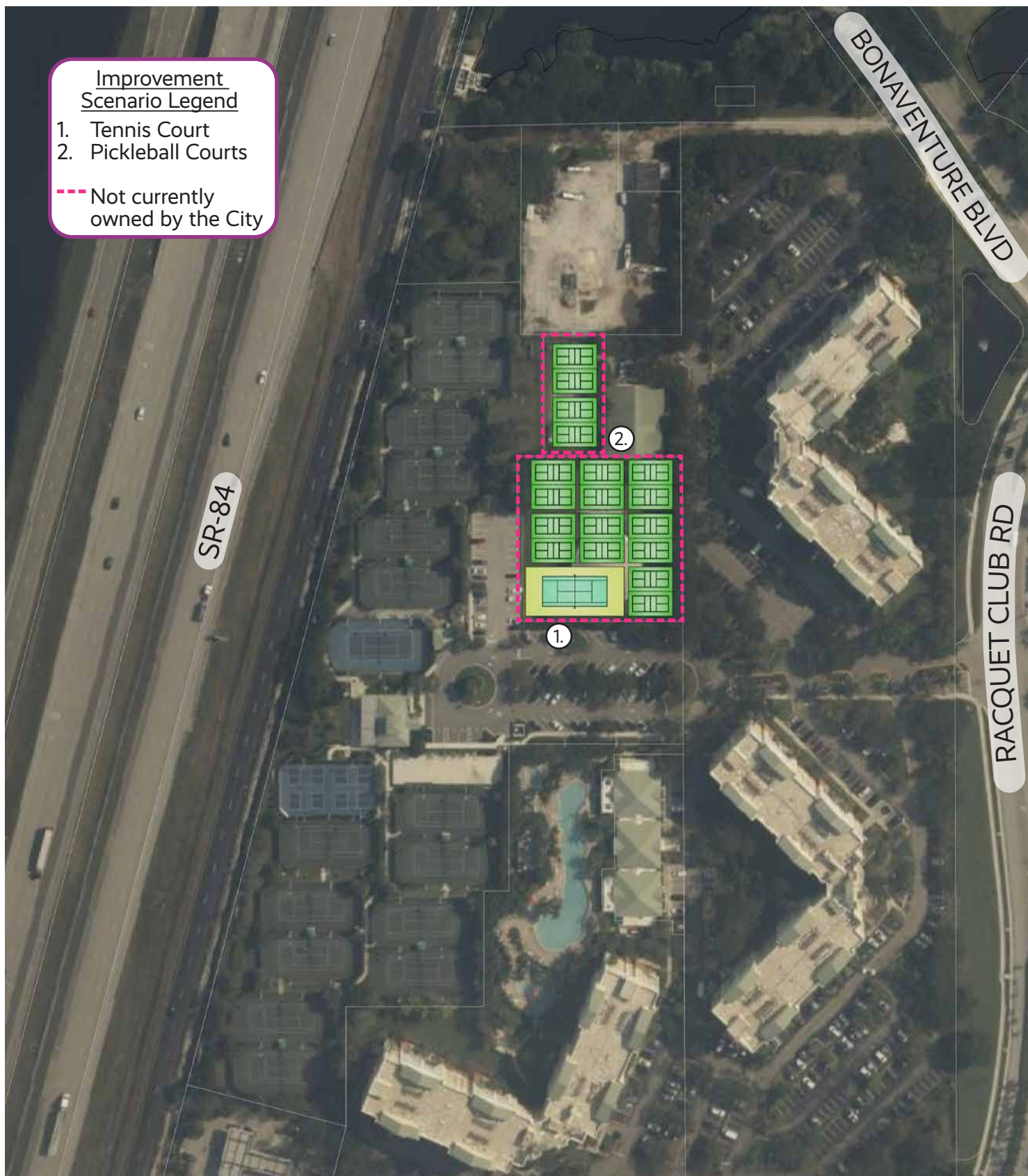
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must







be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general







contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00







Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



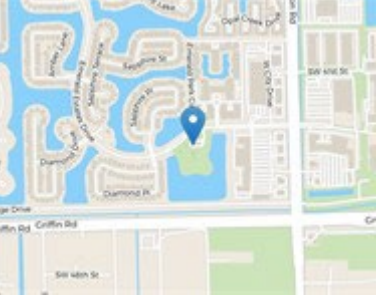

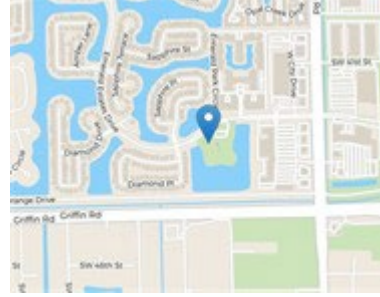

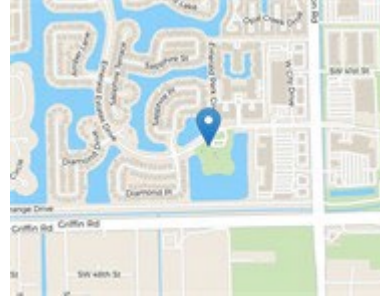



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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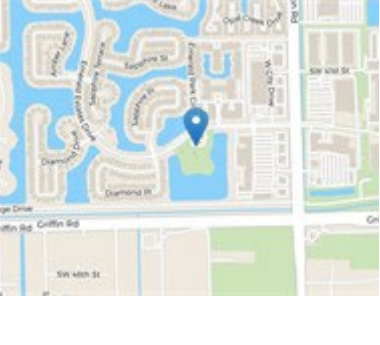

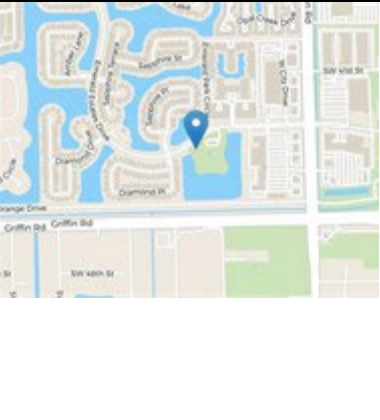

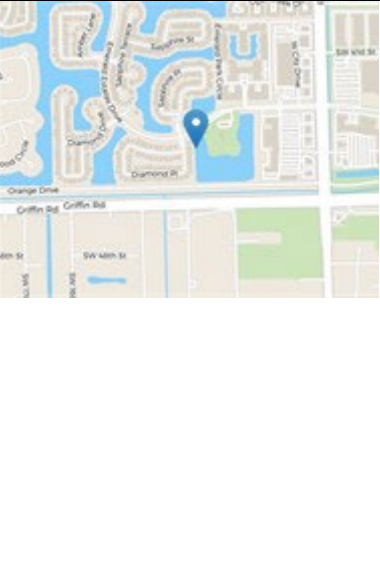

# ADA FIELD EVALUATION

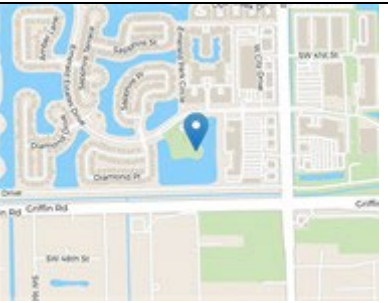

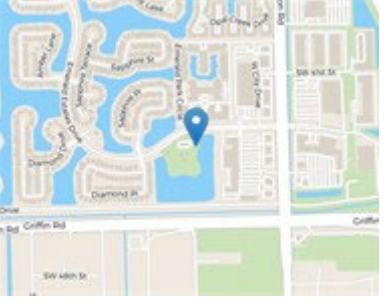

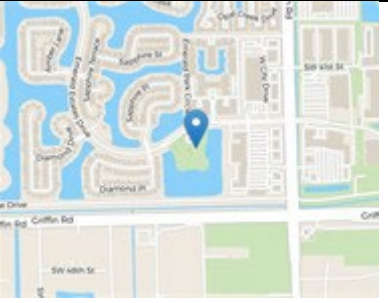

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			



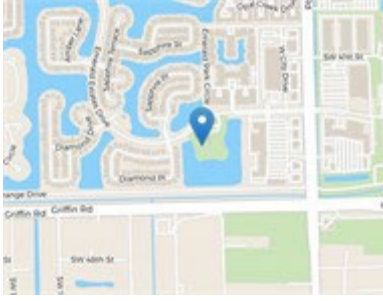

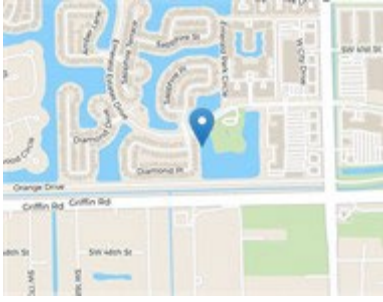

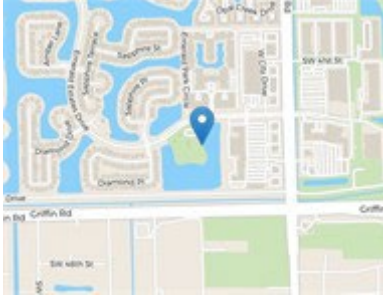

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			





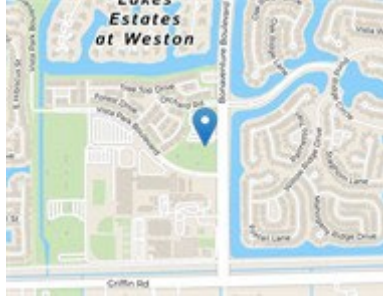



<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

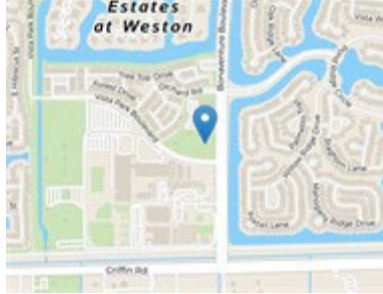







<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




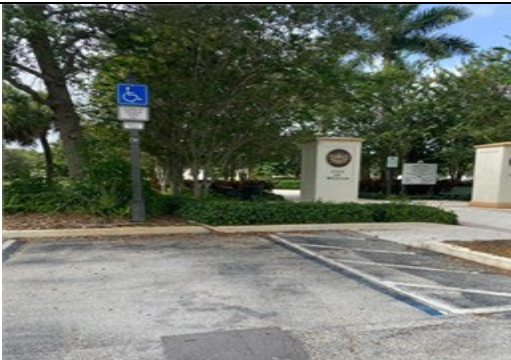

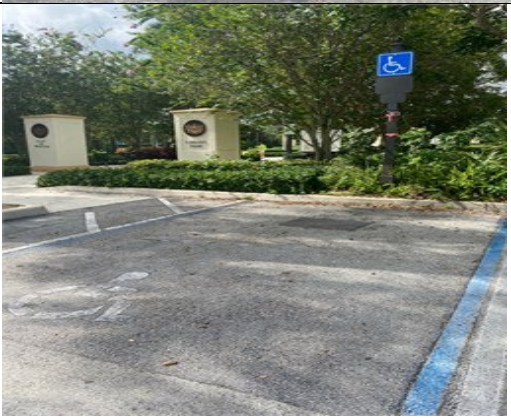
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	

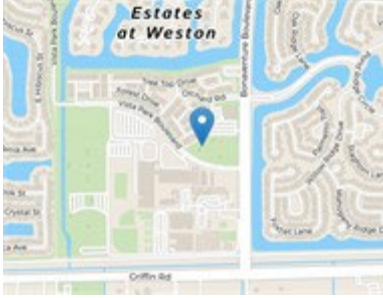






<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

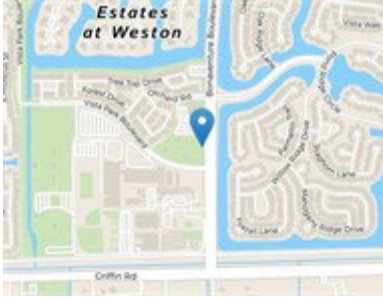





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

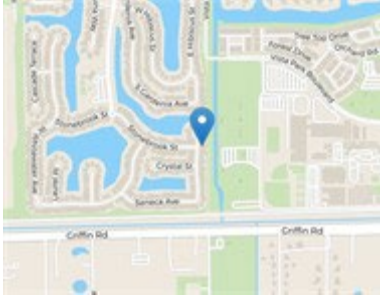

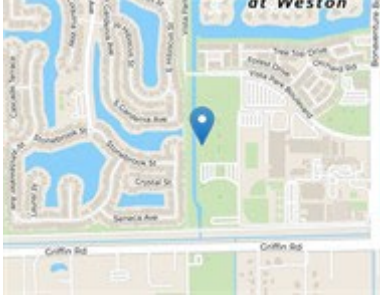

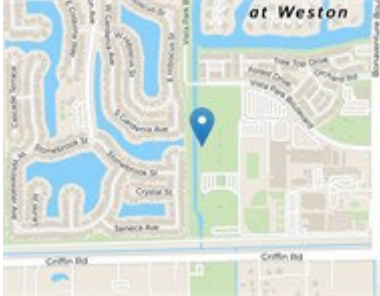



<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

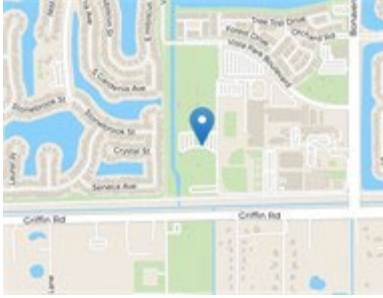

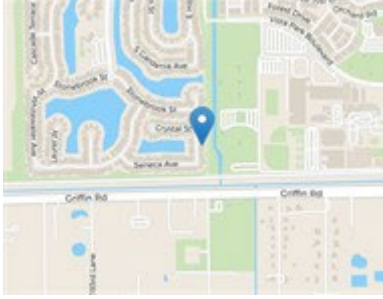


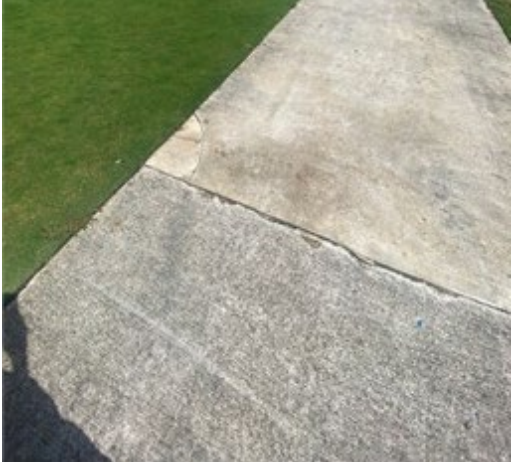
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



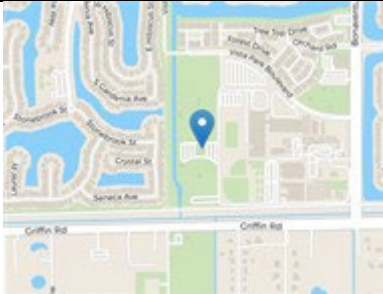

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





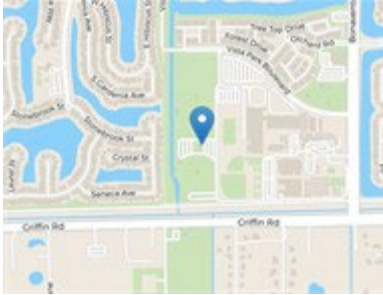

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





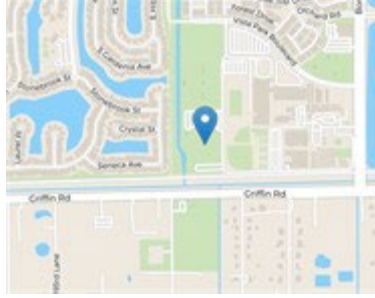





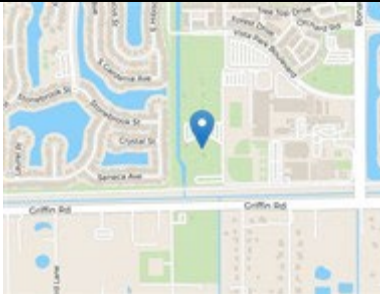


<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	

<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	











<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

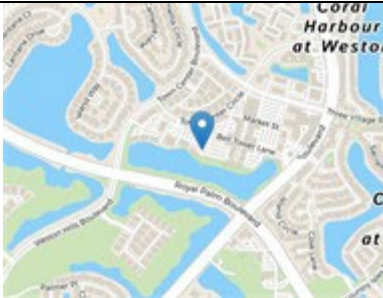

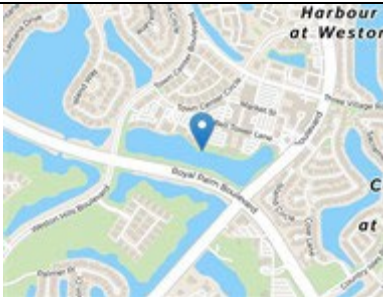

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




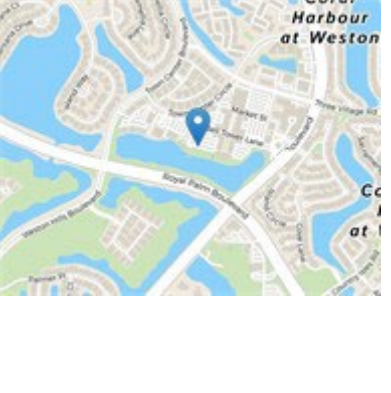

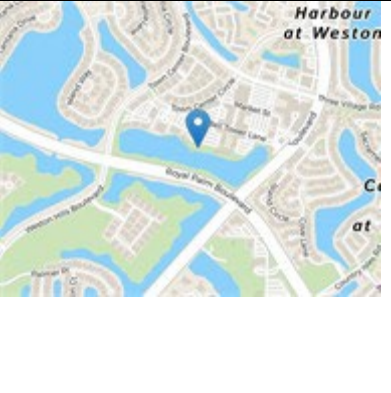

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			



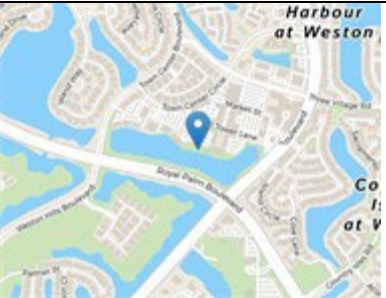

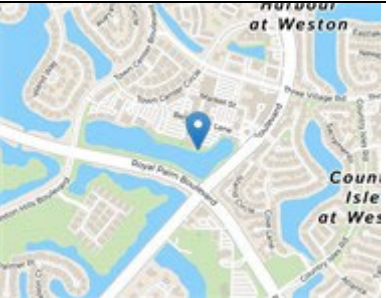

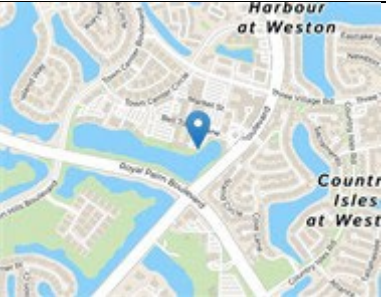

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

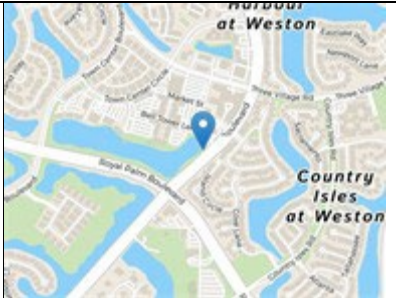



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



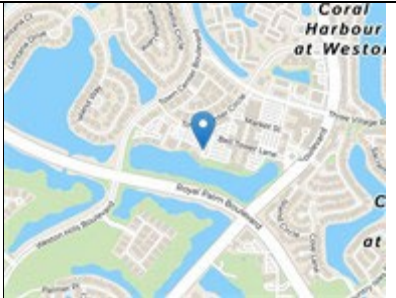

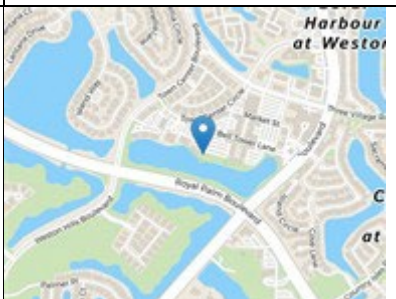

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



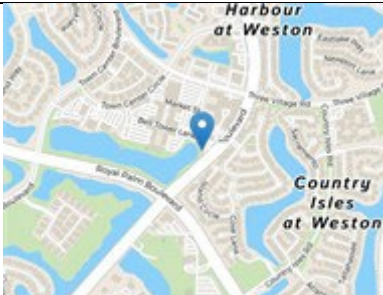

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	



<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


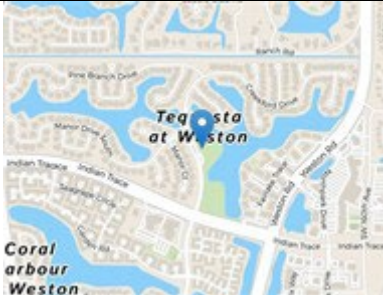


<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



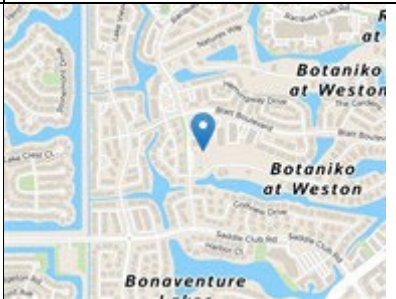


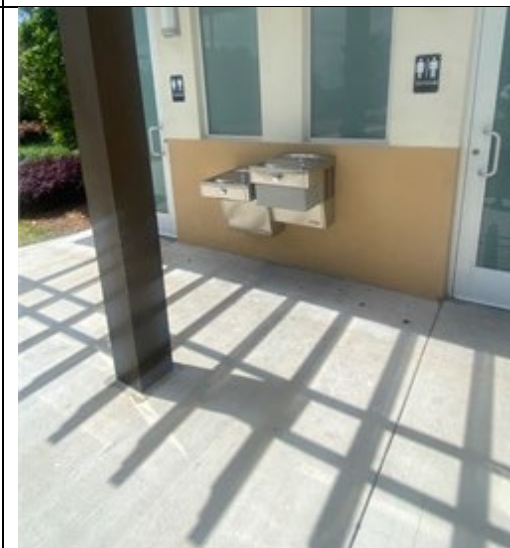
<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			




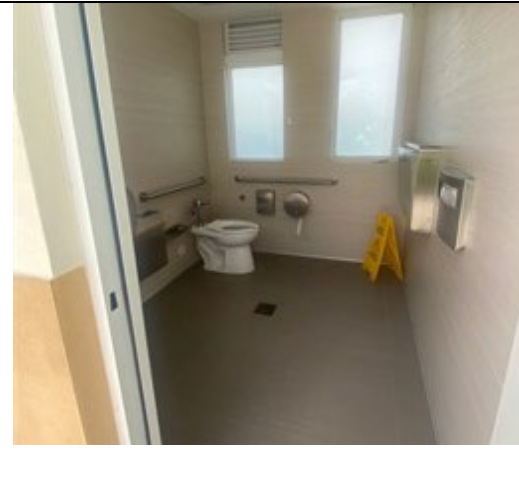




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	



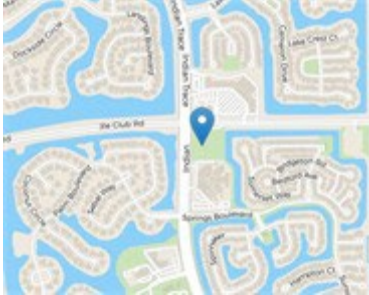



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



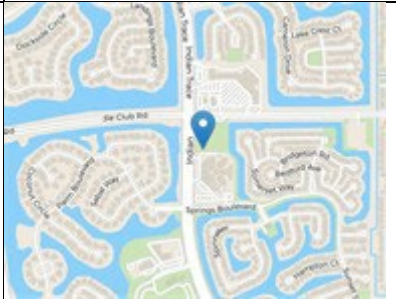

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




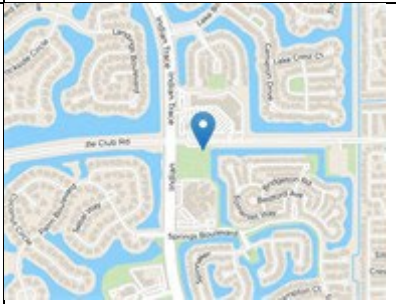


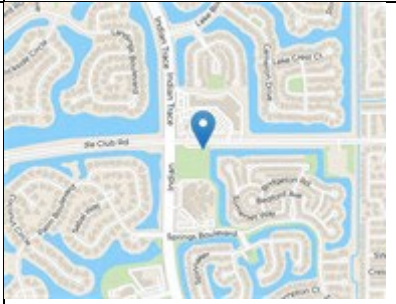

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			




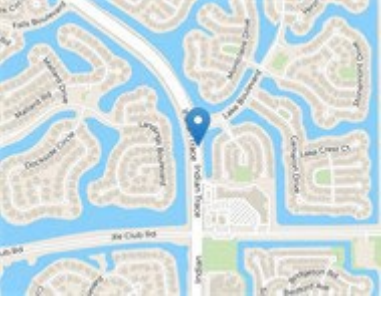

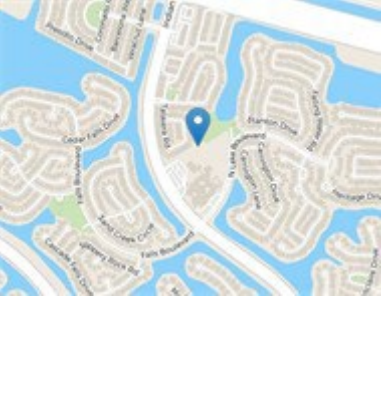

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

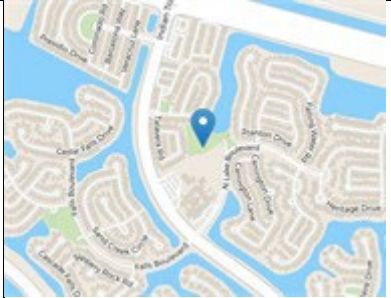

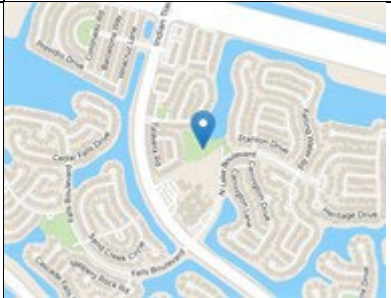

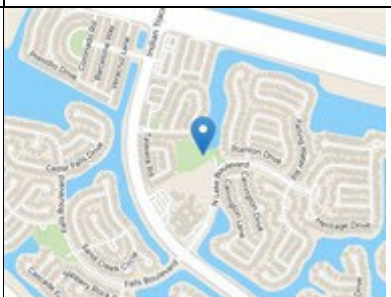

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



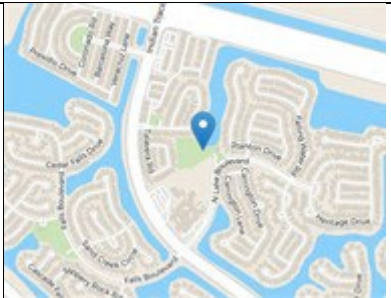

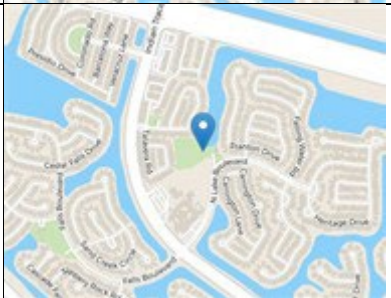


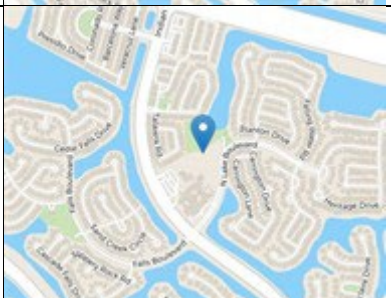

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	



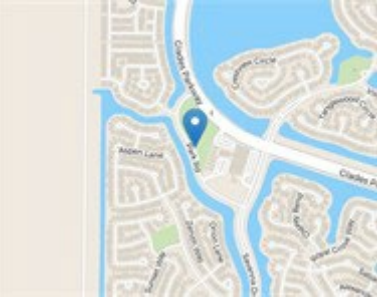

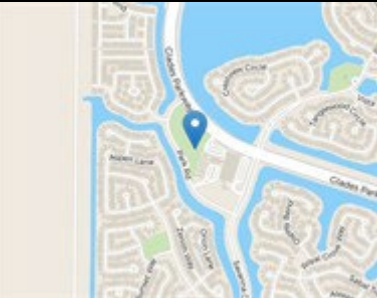

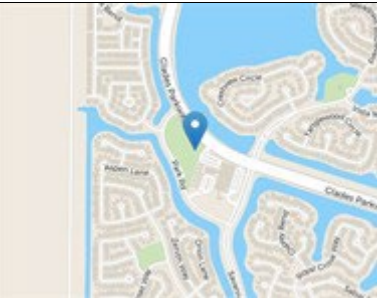

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

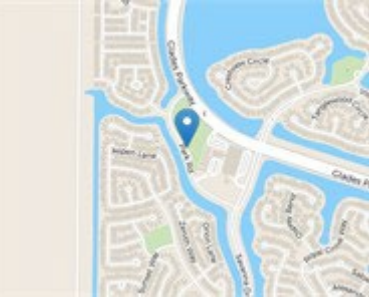

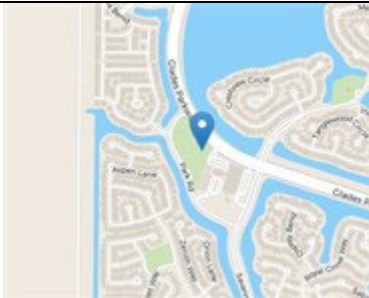


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


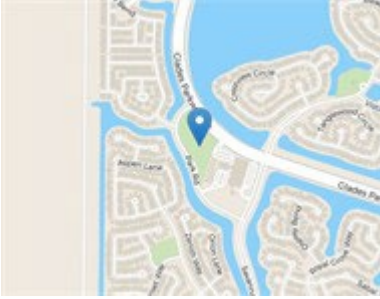

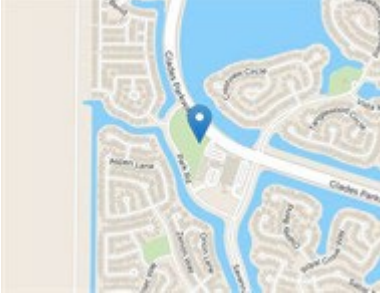



<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



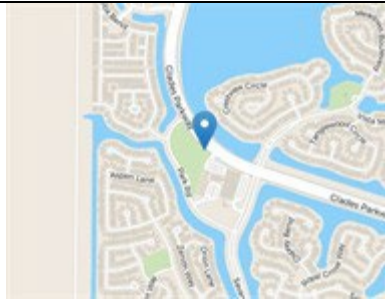

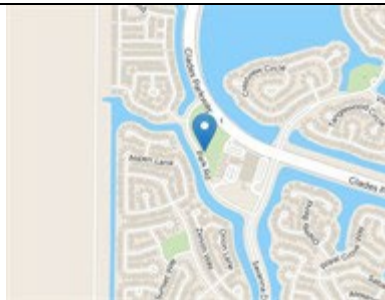
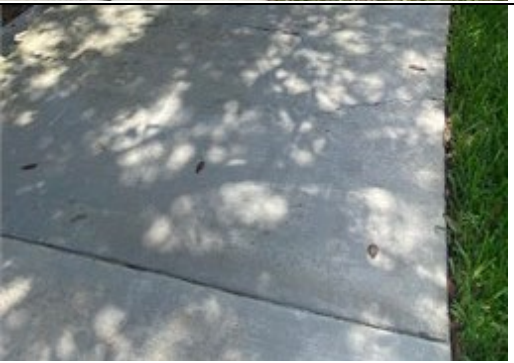
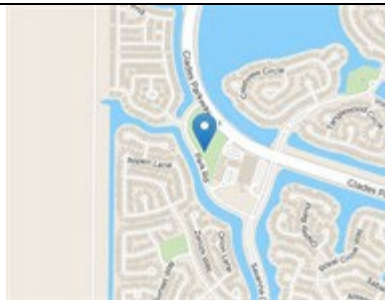
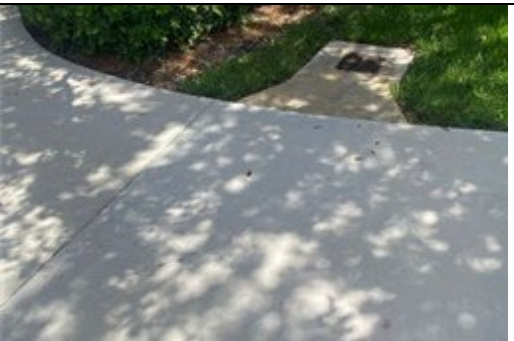
<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

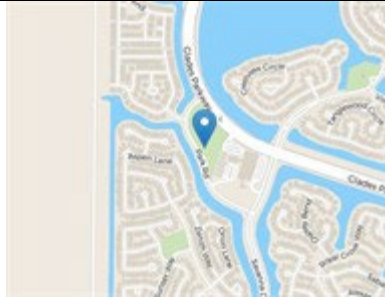

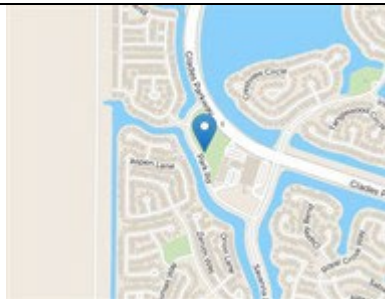

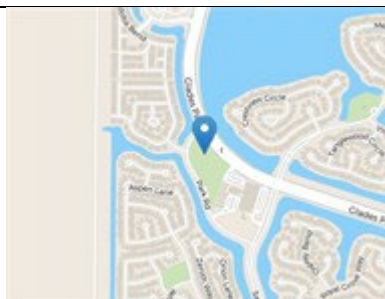
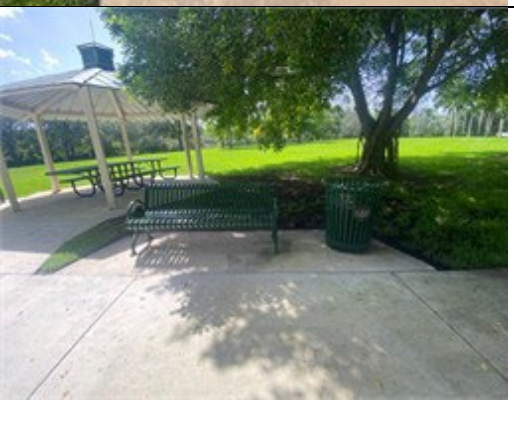
<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


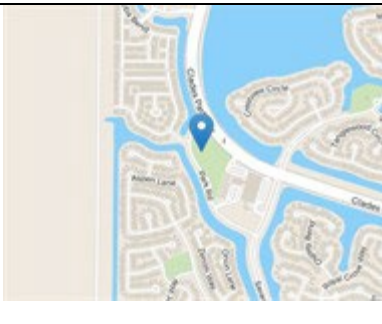
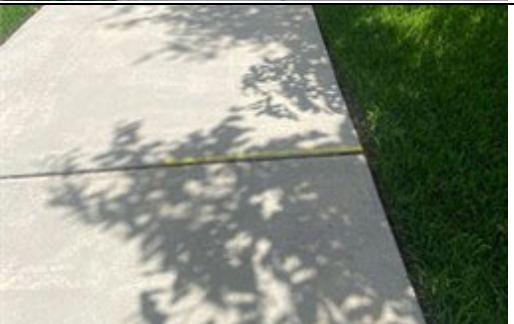
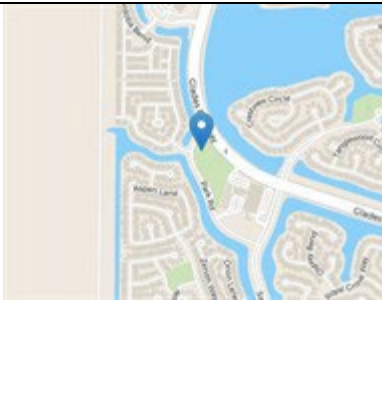



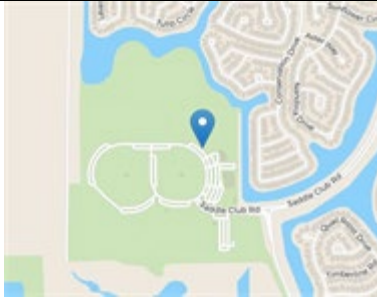

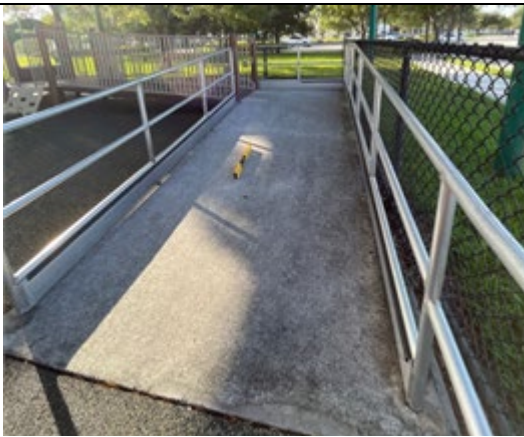

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

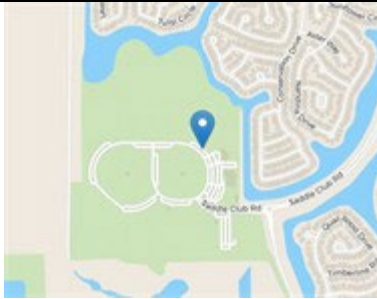

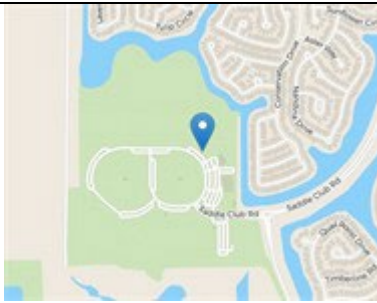

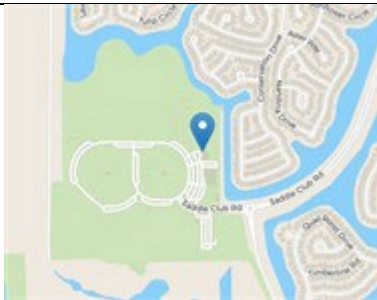



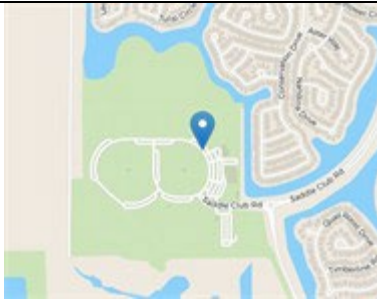

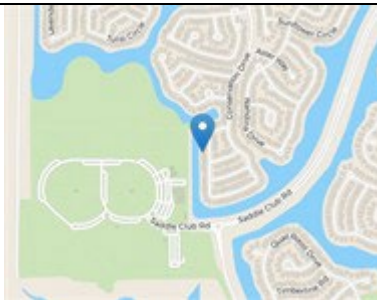

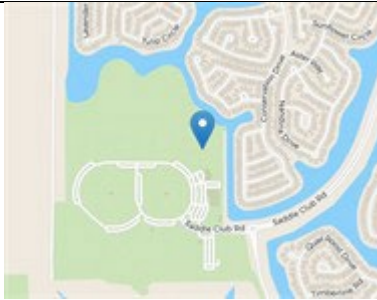

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

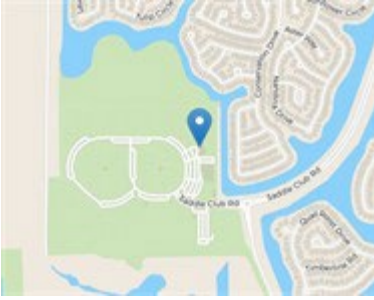

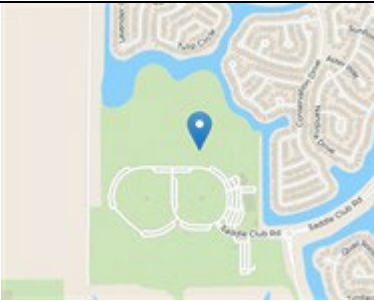

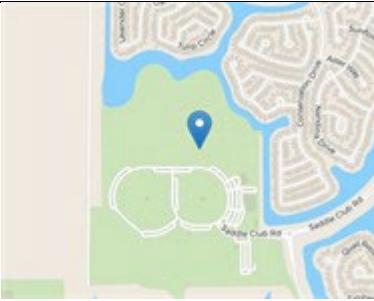

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

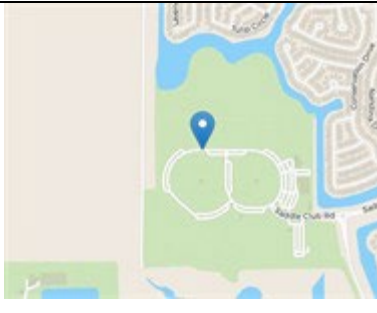

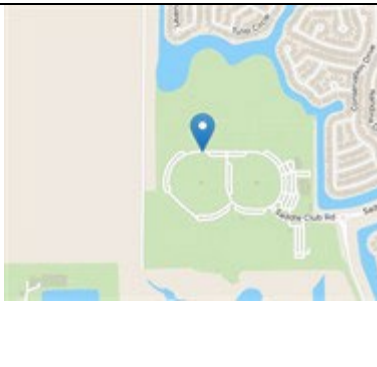

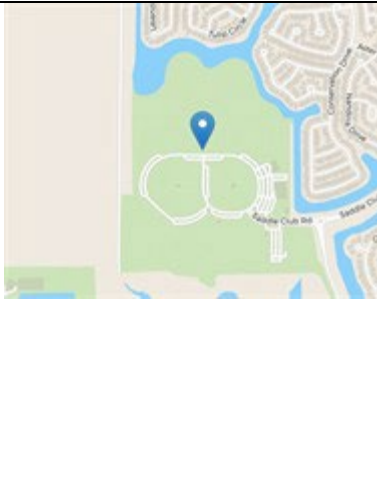
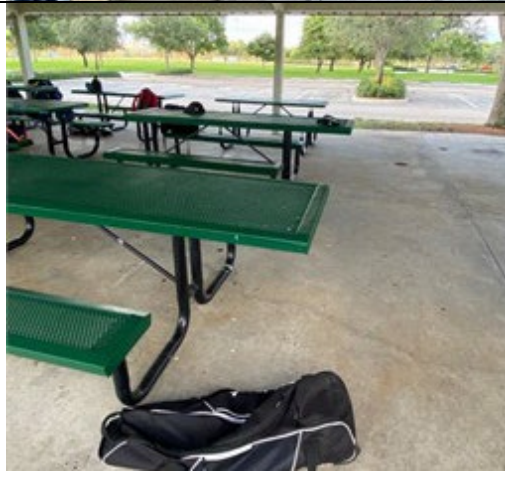
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			



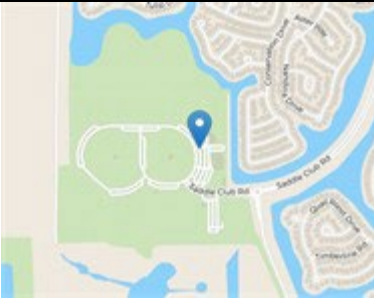

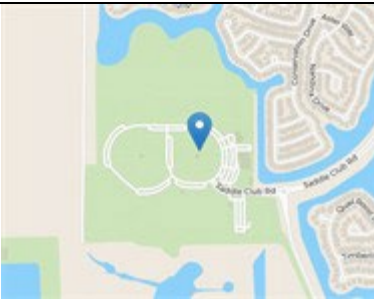

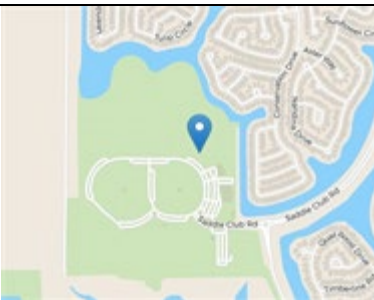

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



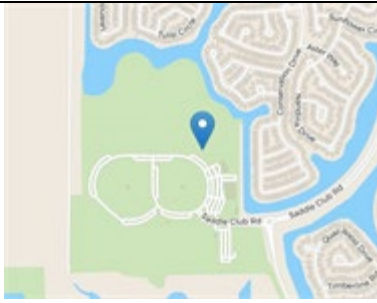


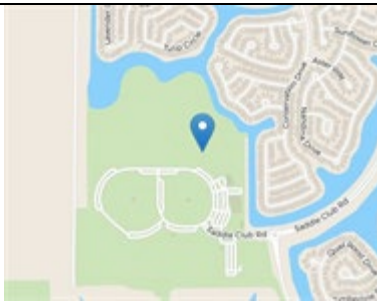


<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

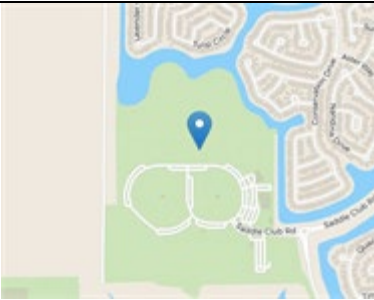


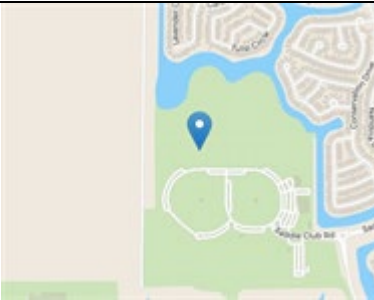


<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

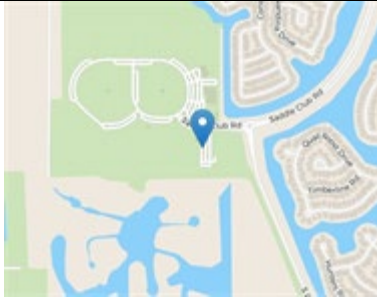

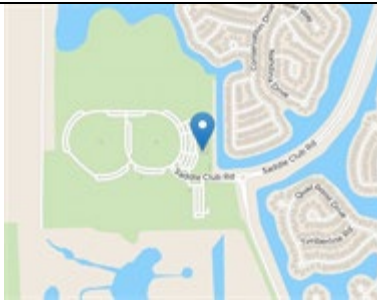

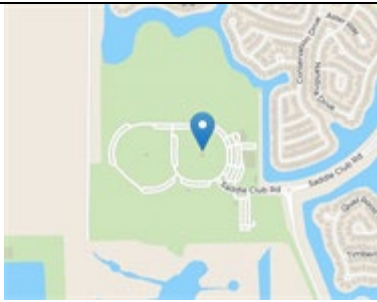



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


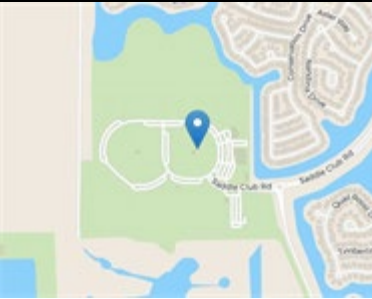




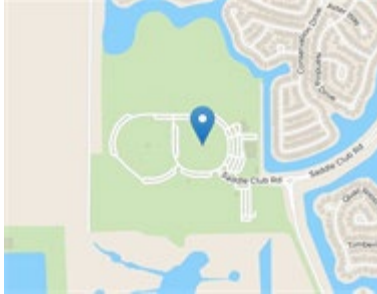

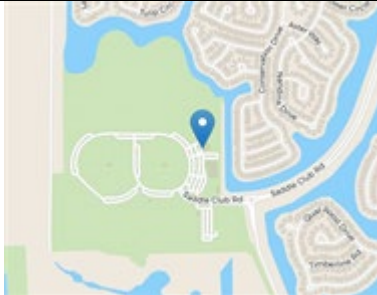

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

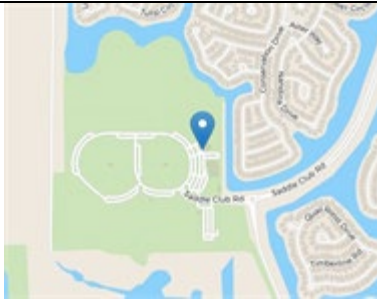

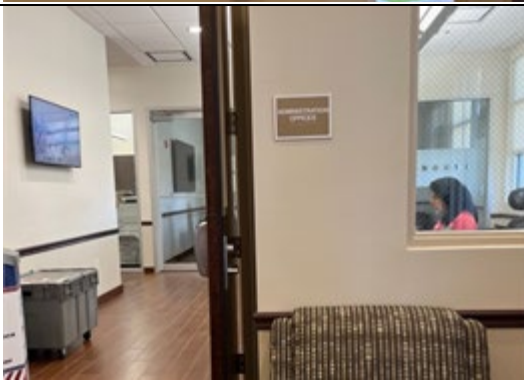
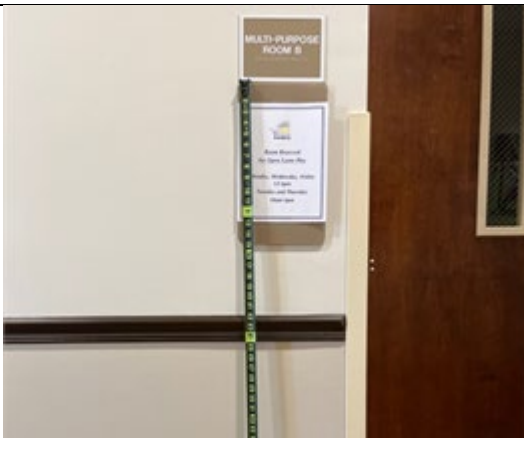
<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

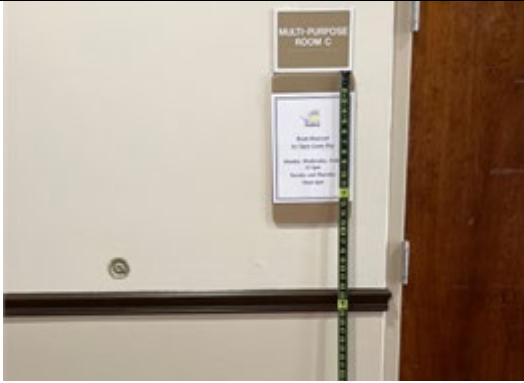






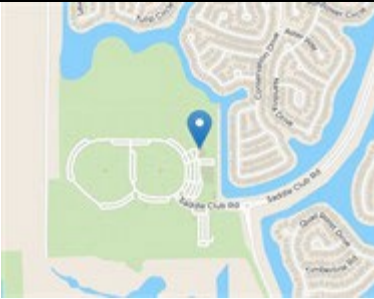
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

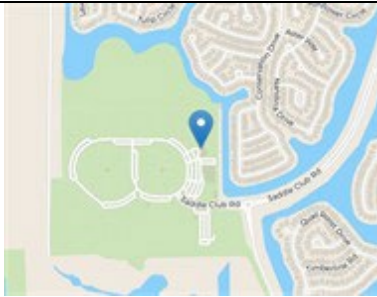
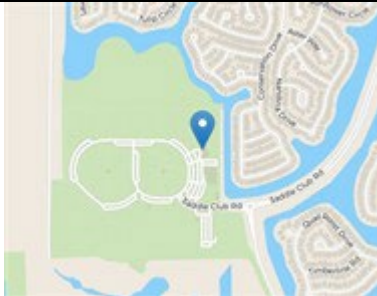

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	


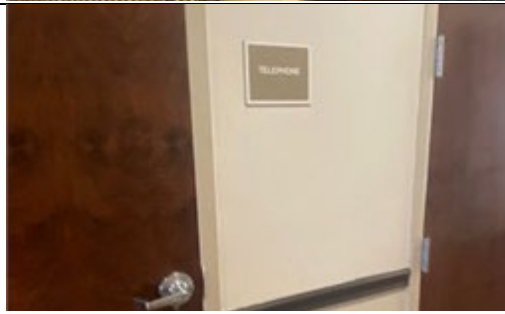



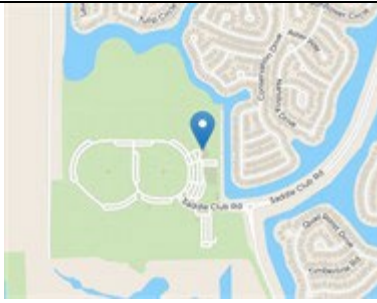

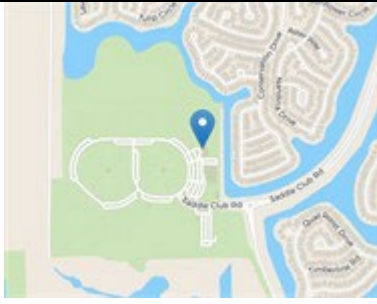

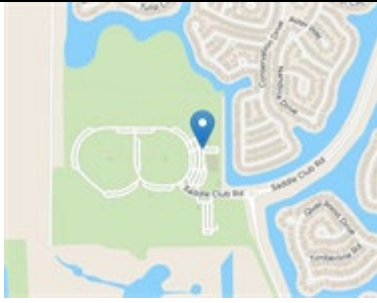

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



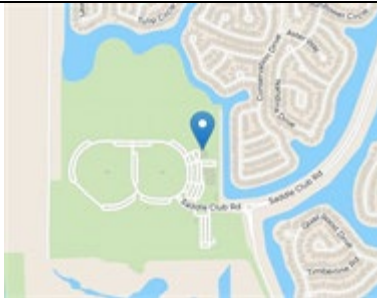

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

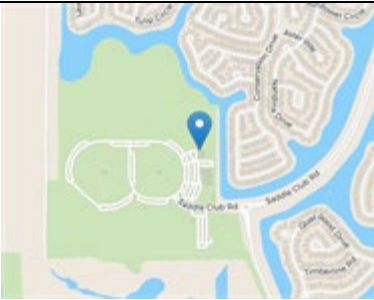

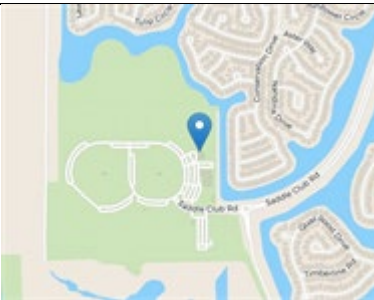



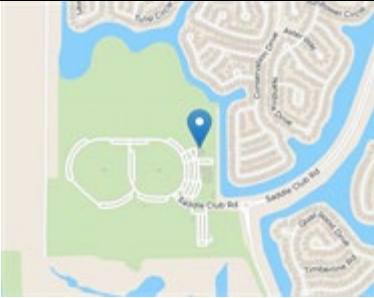


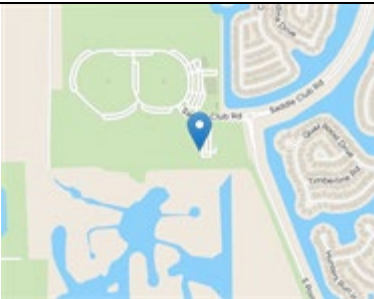

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

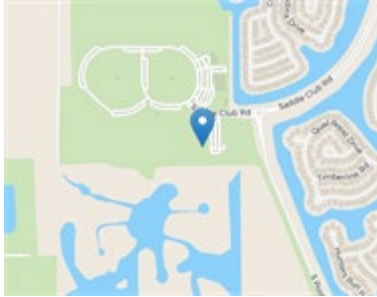

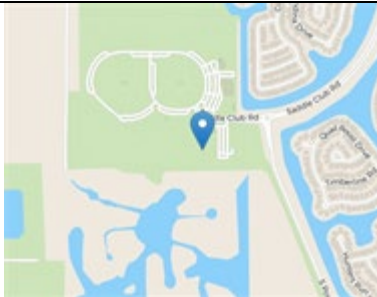

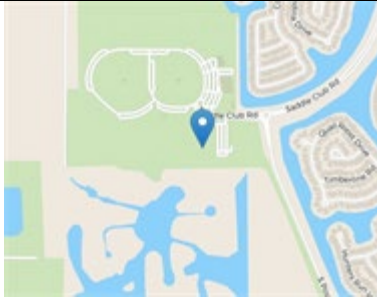

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

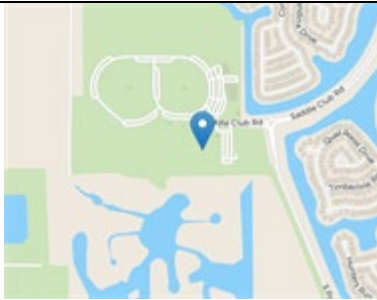


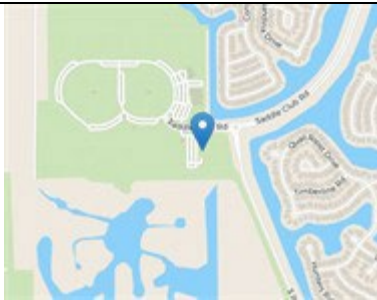



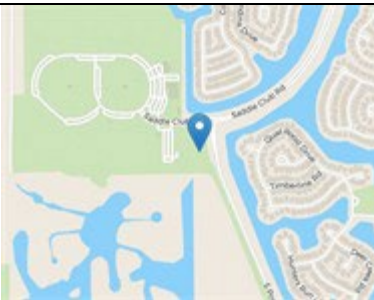

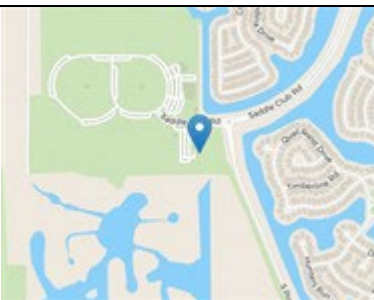

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

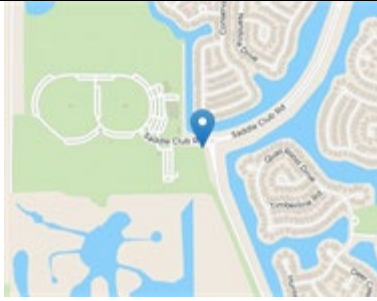


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

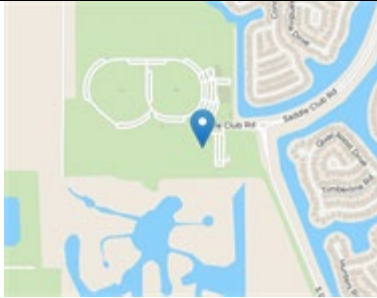

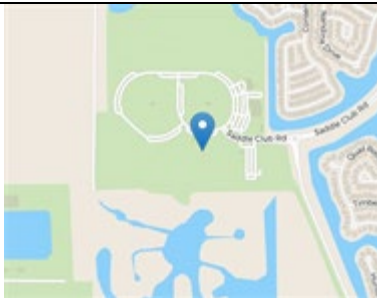



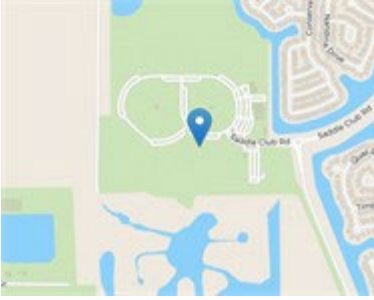

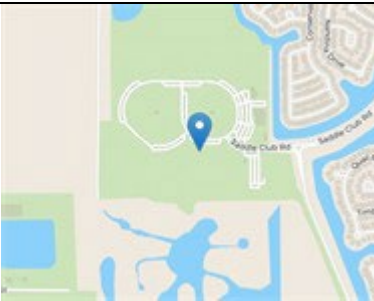



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

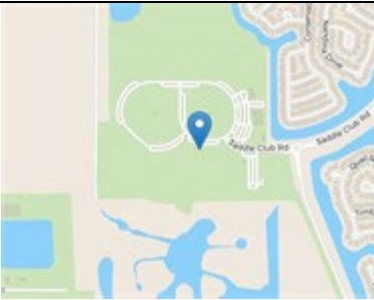

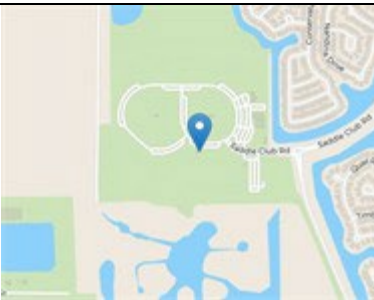

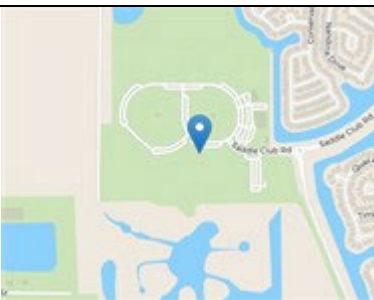

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

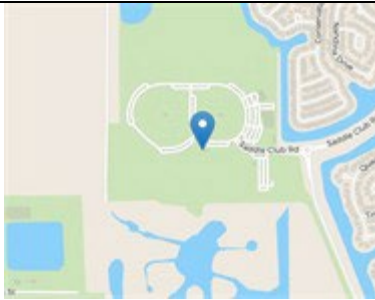

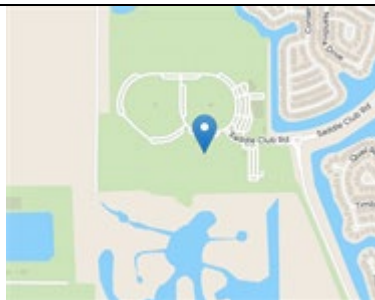



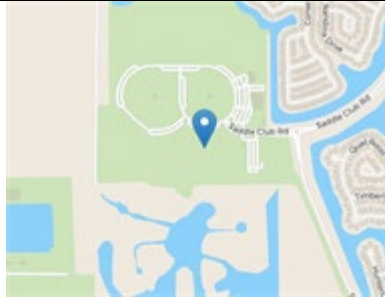

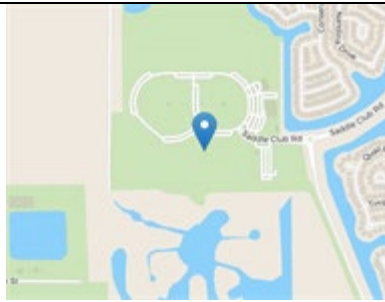

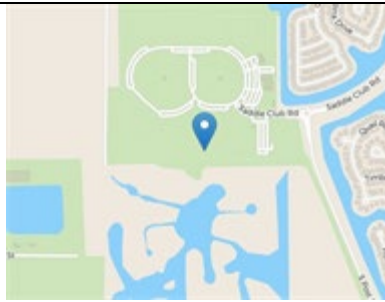
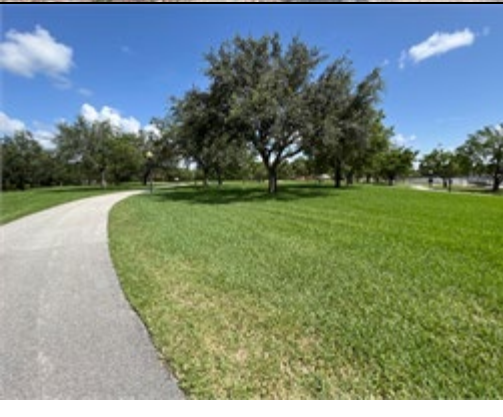
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

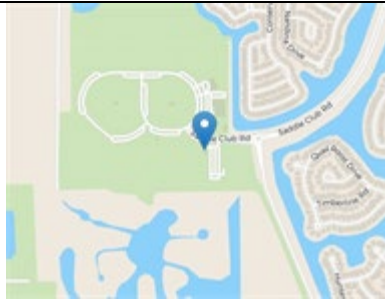

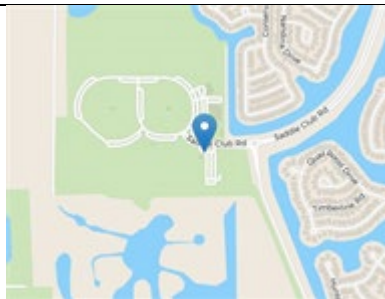

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



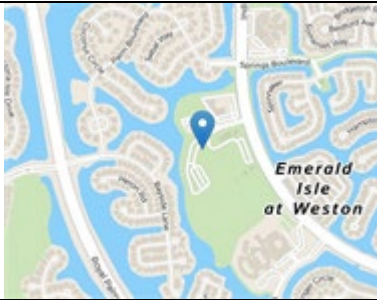

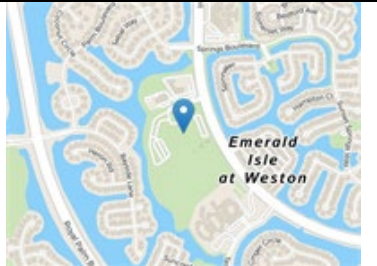

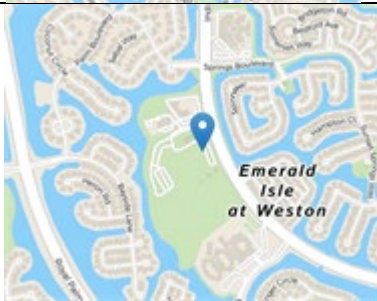



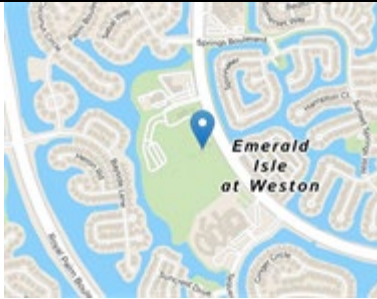

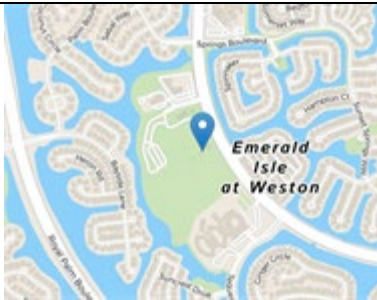



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

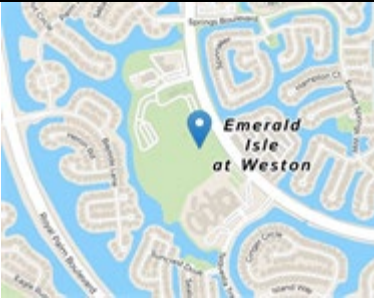




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





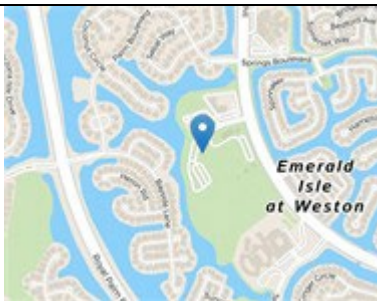



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


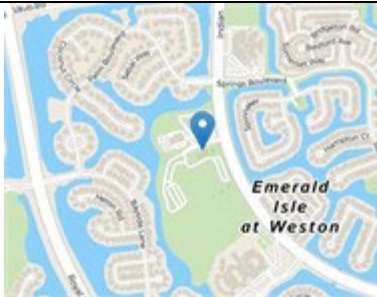



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

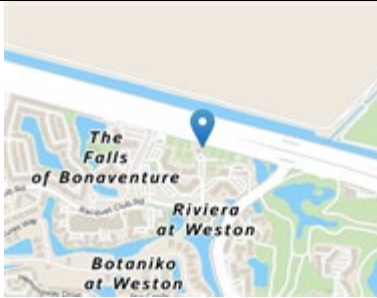

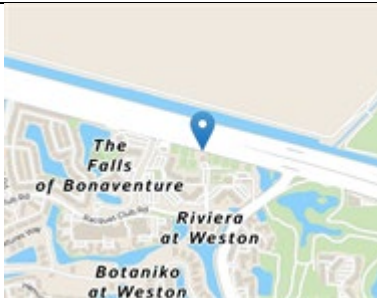



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



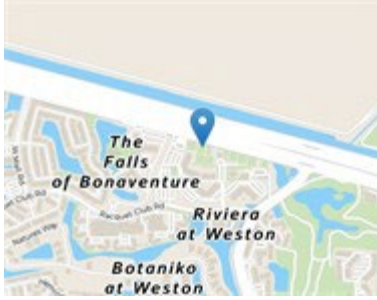

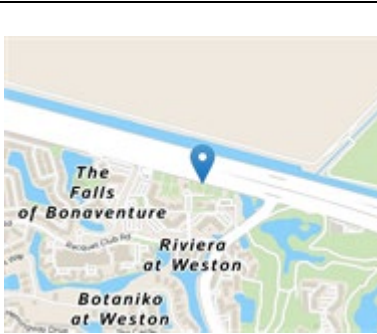

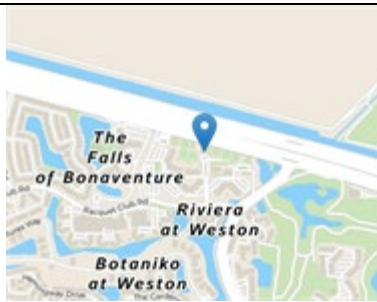
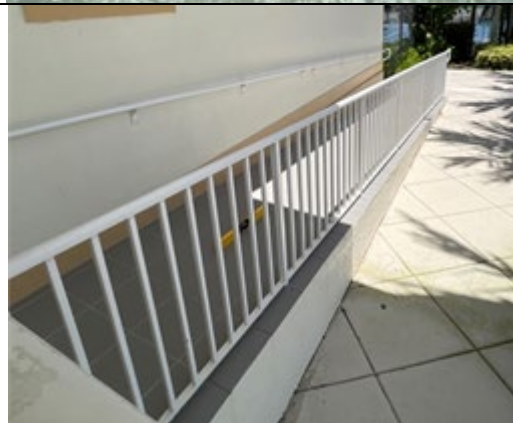
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

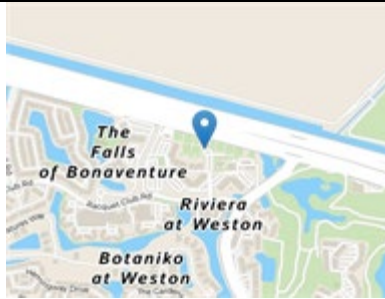

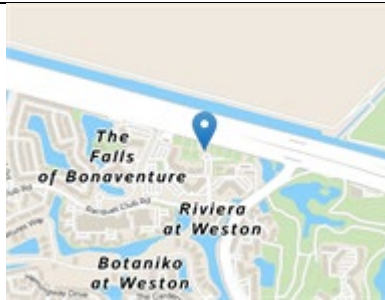

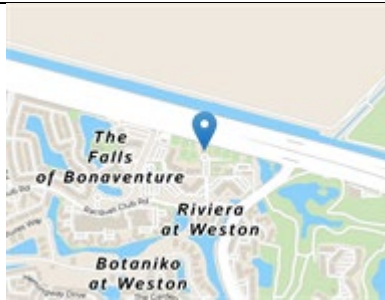

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

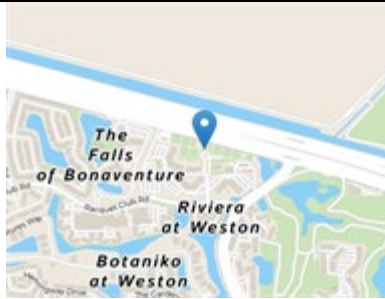

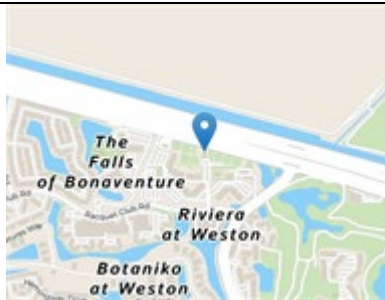

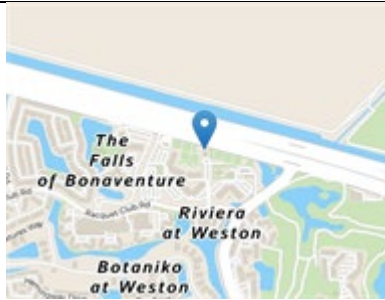



<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.







The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.



For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation







- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

### A. Room Rental Hourly Fees

1. Multipurpose Room (entire room) ..... \$150.00 per hour
2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
3. Multipurpose Room (one-third of room)..... \$50.00 per hour

### B. Room Rental Reservation Deposit..... \$100.00

The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.

### C. Damage Deposit

1. Multipurpose Room (entire room) ..... \$300.00
2. Multipurpose Room (two-thirds of room) ..... \$200.00
3. Multipurpose Room (one-third of room)..... \$100.00
4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.

### D. Programs by Independent Contractors

1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

**\* Sales tax will be added where applicable.**







## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

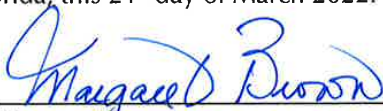
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

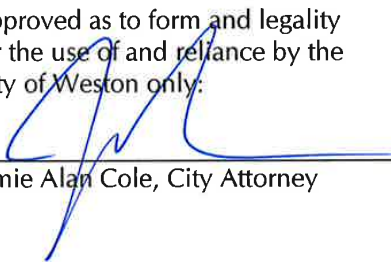
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

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**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**







AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT**  
**BETWEEN**  
**CITY OF WESTON, FLORIDA**  
**AND**  
**CLIFF DRYSDALE MANAGEMENT, INC.**  
**FOR**  
**TENNIS CENTER OPERATOR SERVICES**  
**RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.







5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.





14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.







**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.







## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.





- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.







7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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**SECTION 8 – SPECIAL CONDITIONS**

None.

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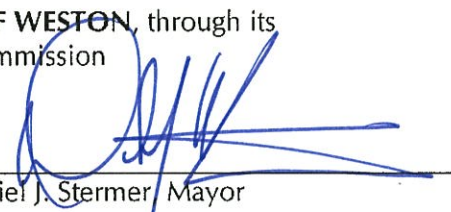




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

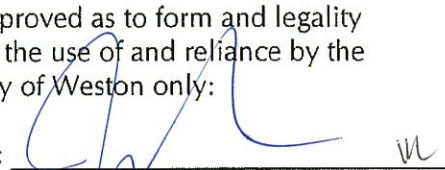
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No.):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

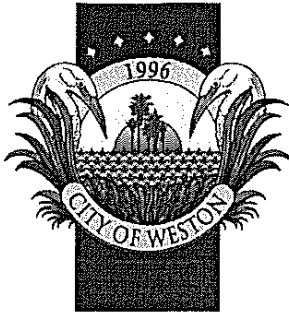
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**



**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

CITY OF WESTON

### AND

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
BROWARD COUNTY, FLORIDA, INC.**

### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8





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APPENDIX A - LEASE AGREEMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

FTL:754504:8





(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.

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(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) **Consultation.** If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) **Tenant Property.** Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) **Liens.** Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) **Required Governmental Permits and Approvals.** Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment if not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

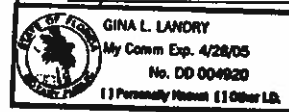
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY

CORPORATE SEAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Robert D. Parks  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: Franklin L. Till, Jr.  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: [Signature]  
\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

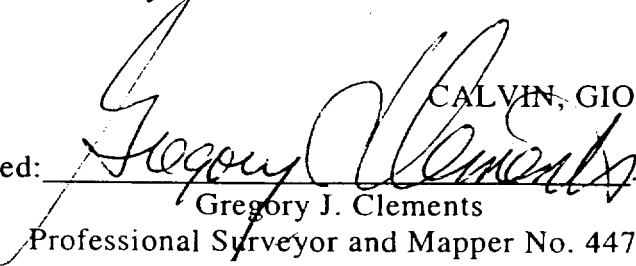
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

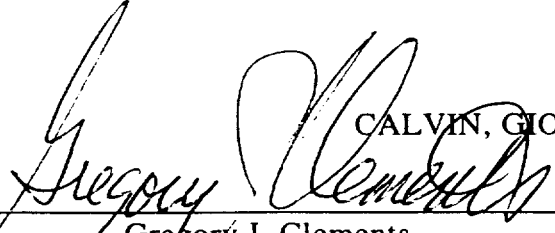
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





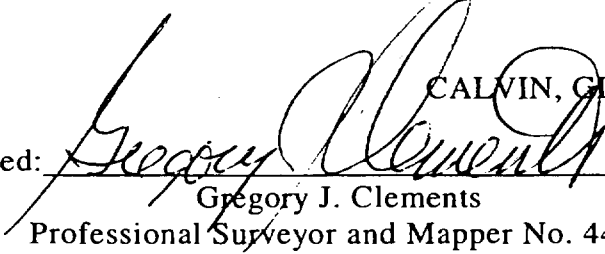
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

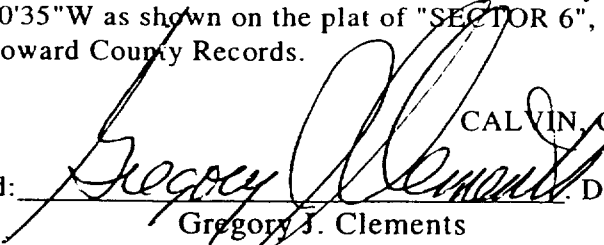
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



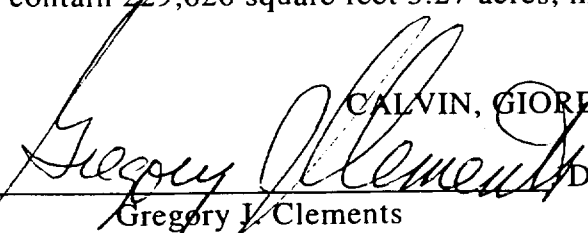
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

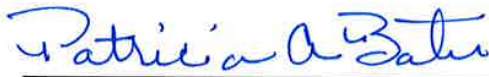
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

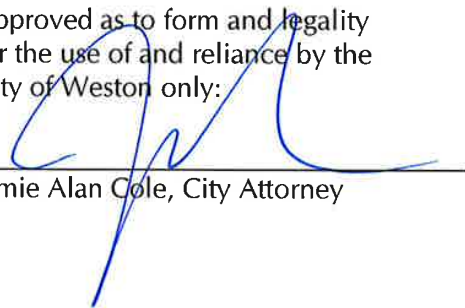
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.







**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A|

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.



**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

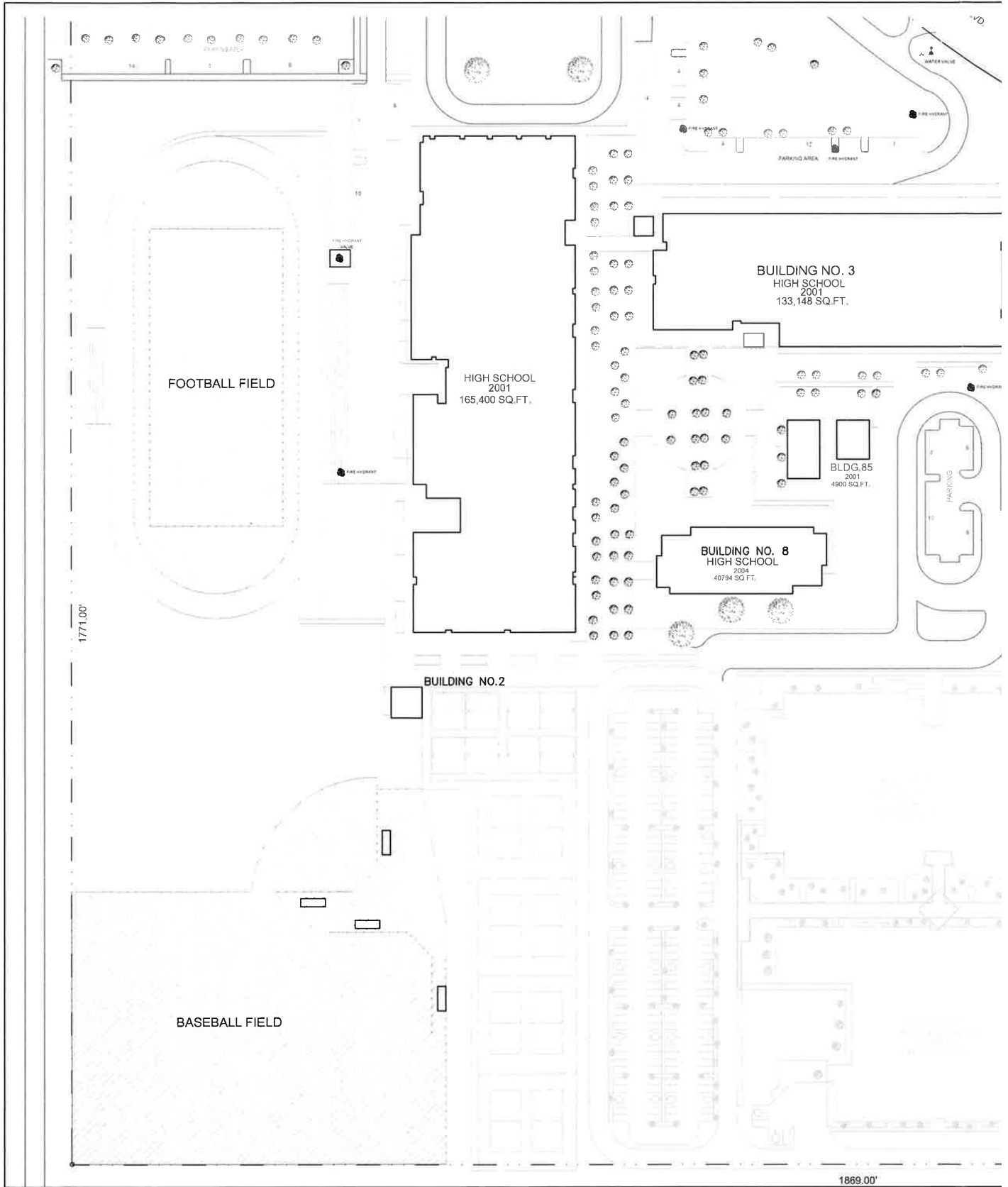
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

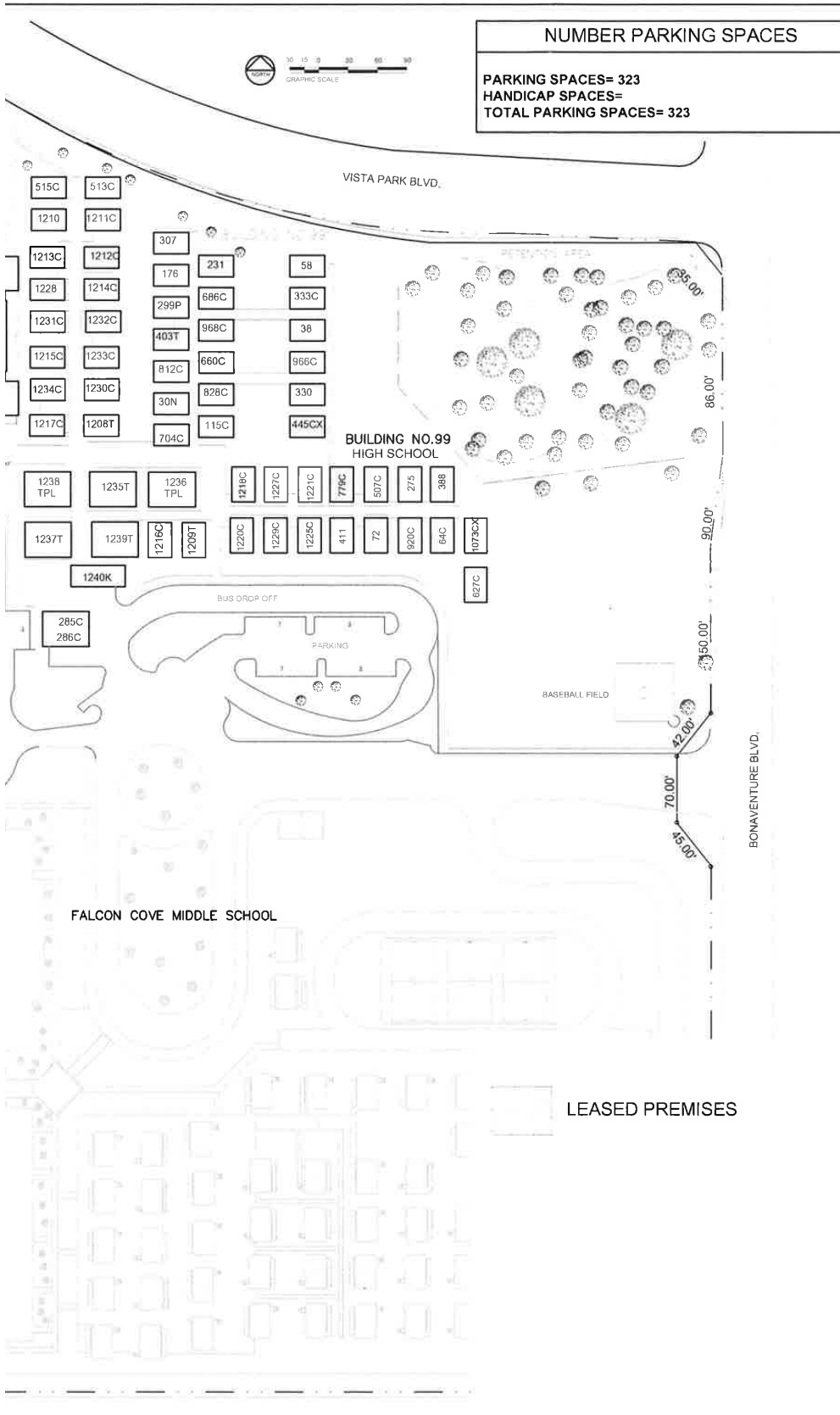
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	ISSUED FOR PERMITTING
2	11/14/07	M.A.R.	ISSUED FOR PERMITTING
3	11/14/07	M.A.R.	ISSUED FOR PERMITTING
4	11/14/07	M.A.R.	ISSUED FOR PERMITTING
5	11/14/07	M.A.R.	ISSUED FOR PERMITTING
6	11/14/07	M.A.R.	ISSUED FOR PERMITTING
7	11/14/07	M.A.R.	ISSUED FOR PERMITTING
8	11/14/07	M.A.R.	ISSUED FOR PERMITTING
9	11/14/07	M.A.R.	ISSUED FOR PERMITTING
10	11/14/07	M.A.R.	ISSUED FOR PERMITTING

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve Disapprove

Name

Title

Date

Signature:

Approve Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

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A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

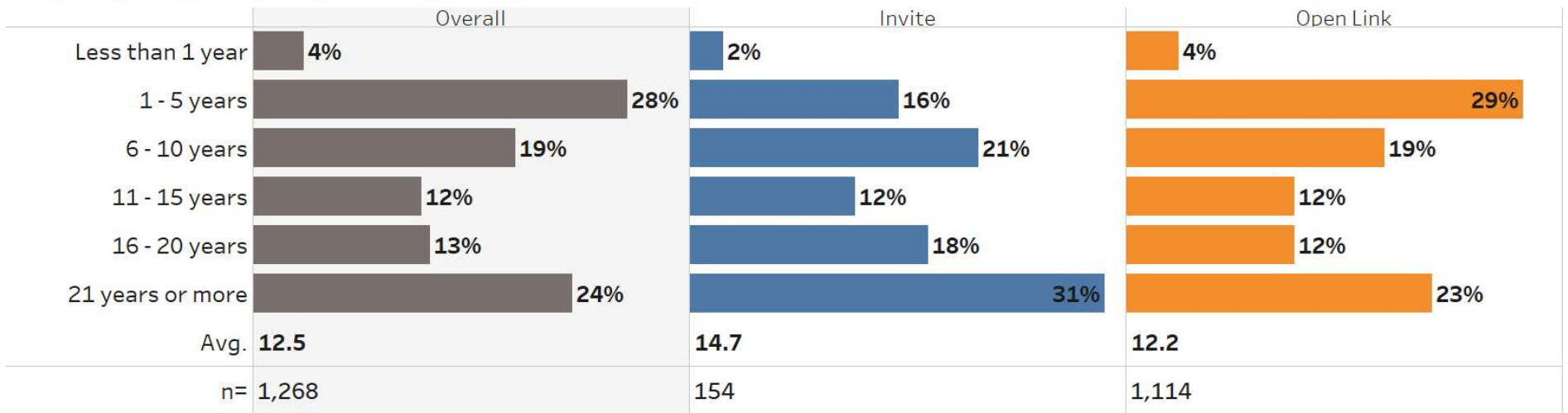
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



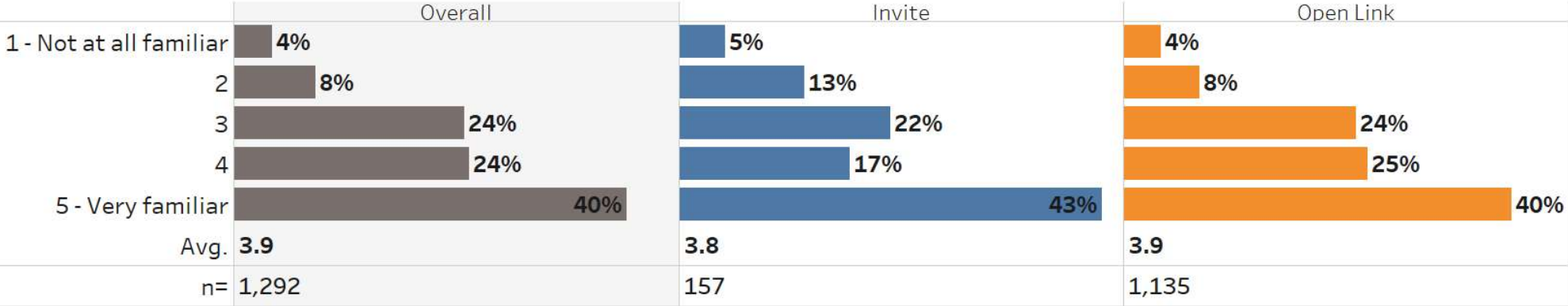
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

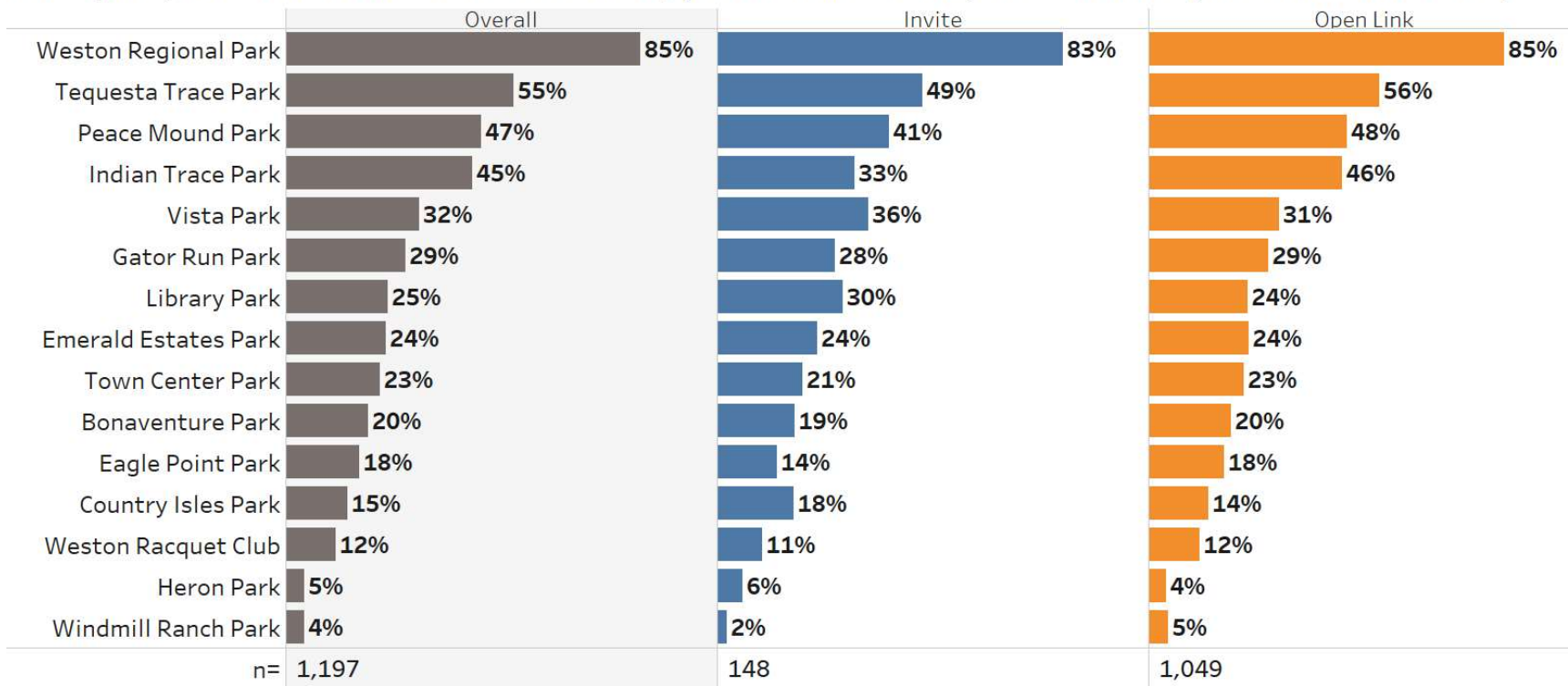
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



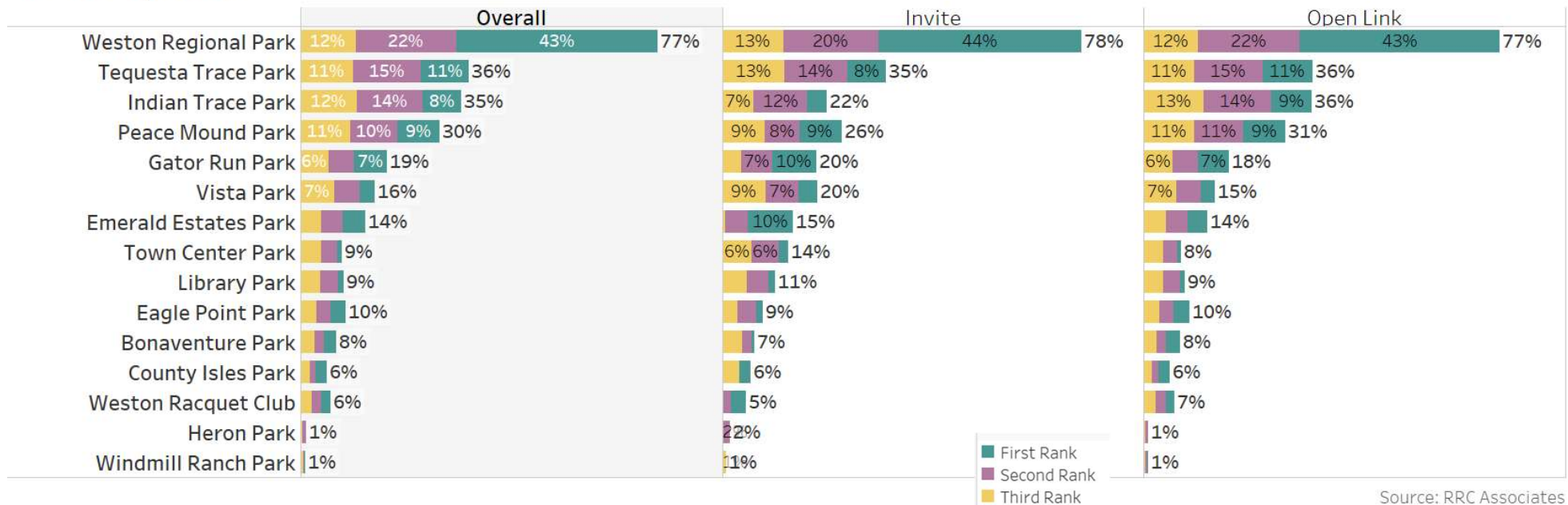
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

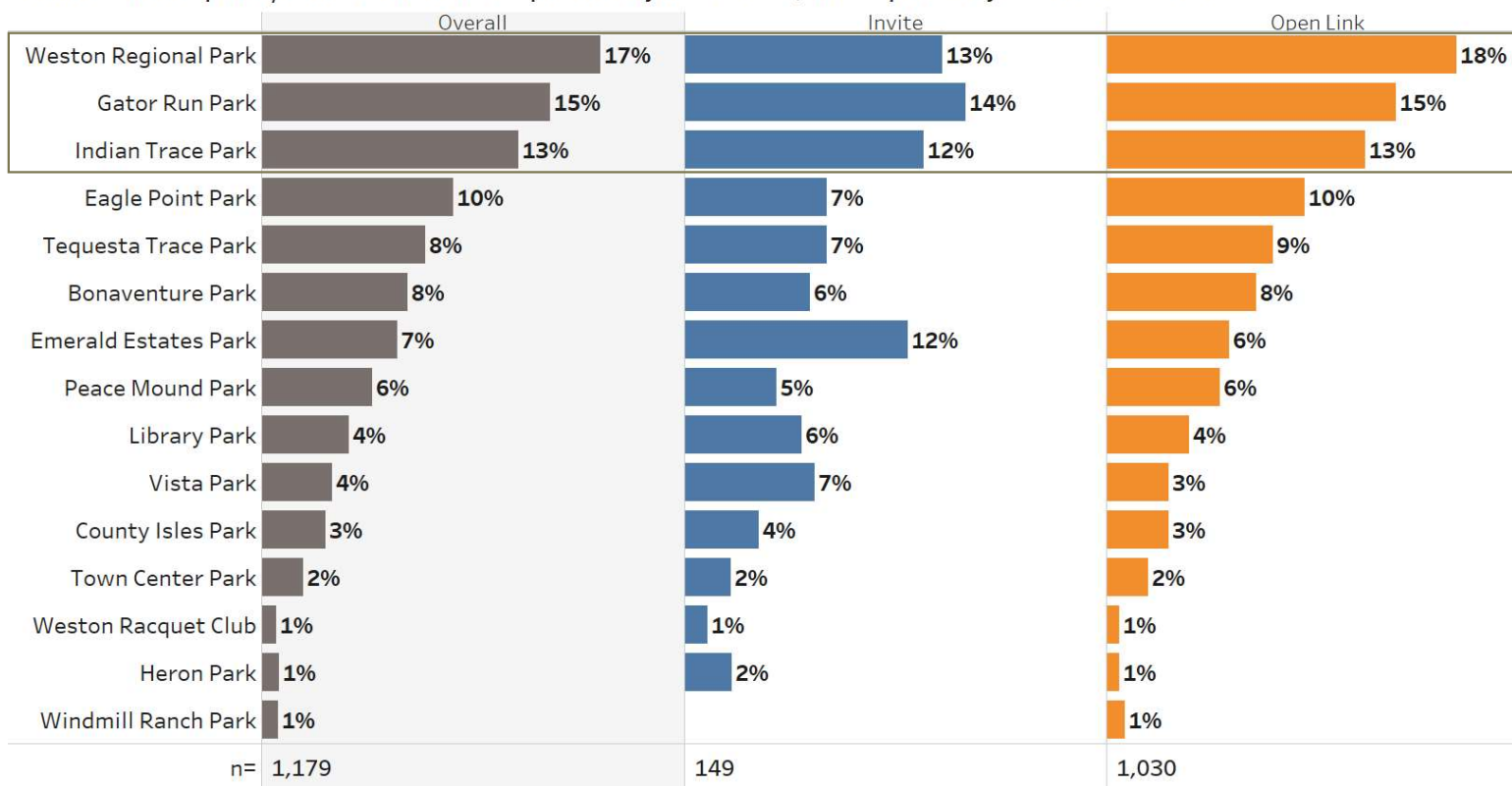


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

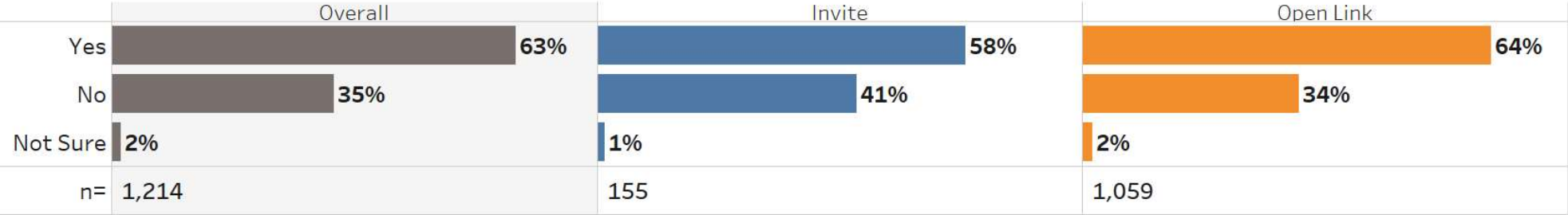


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

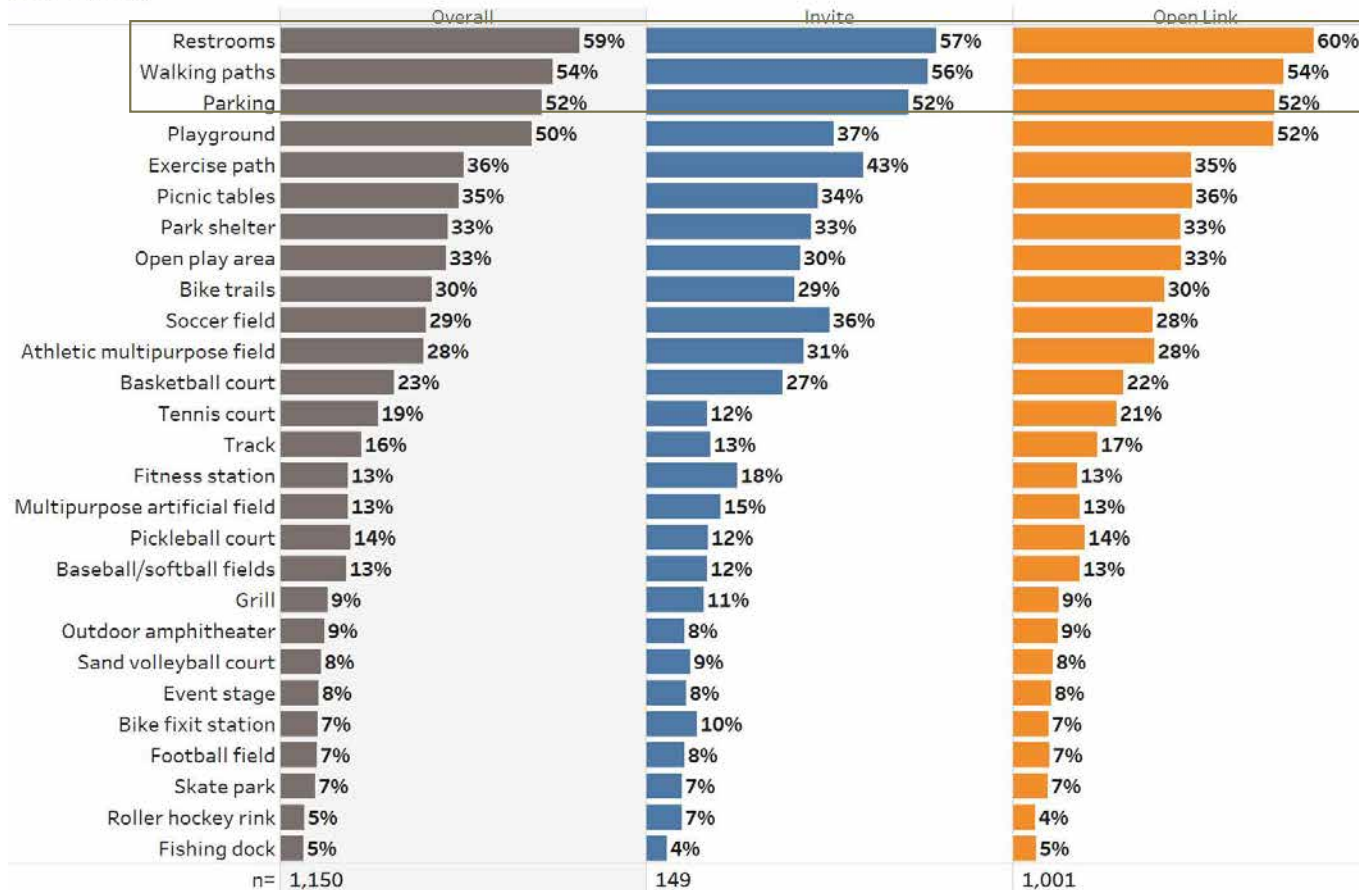
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

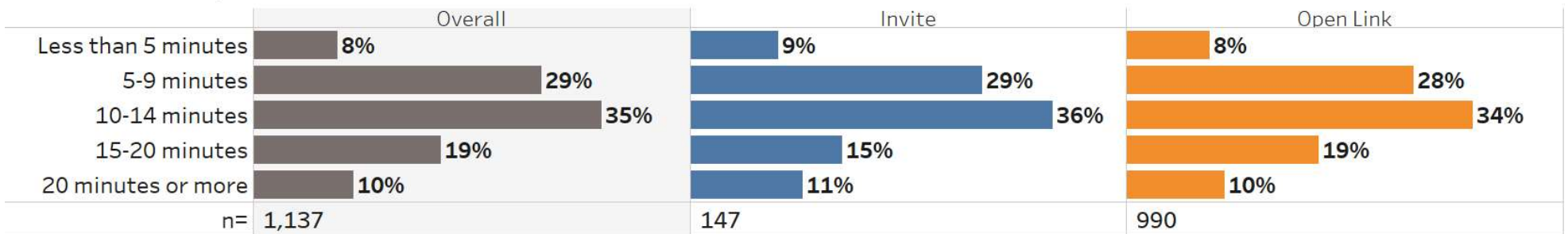
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

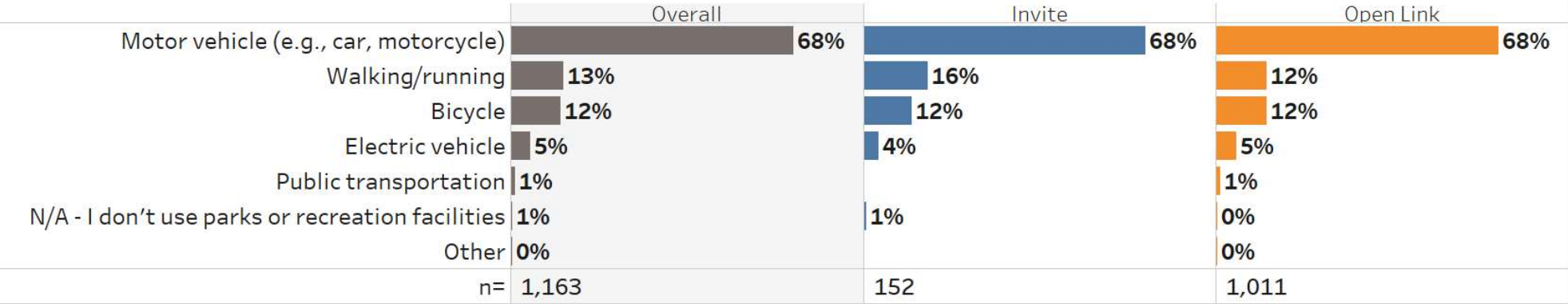
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

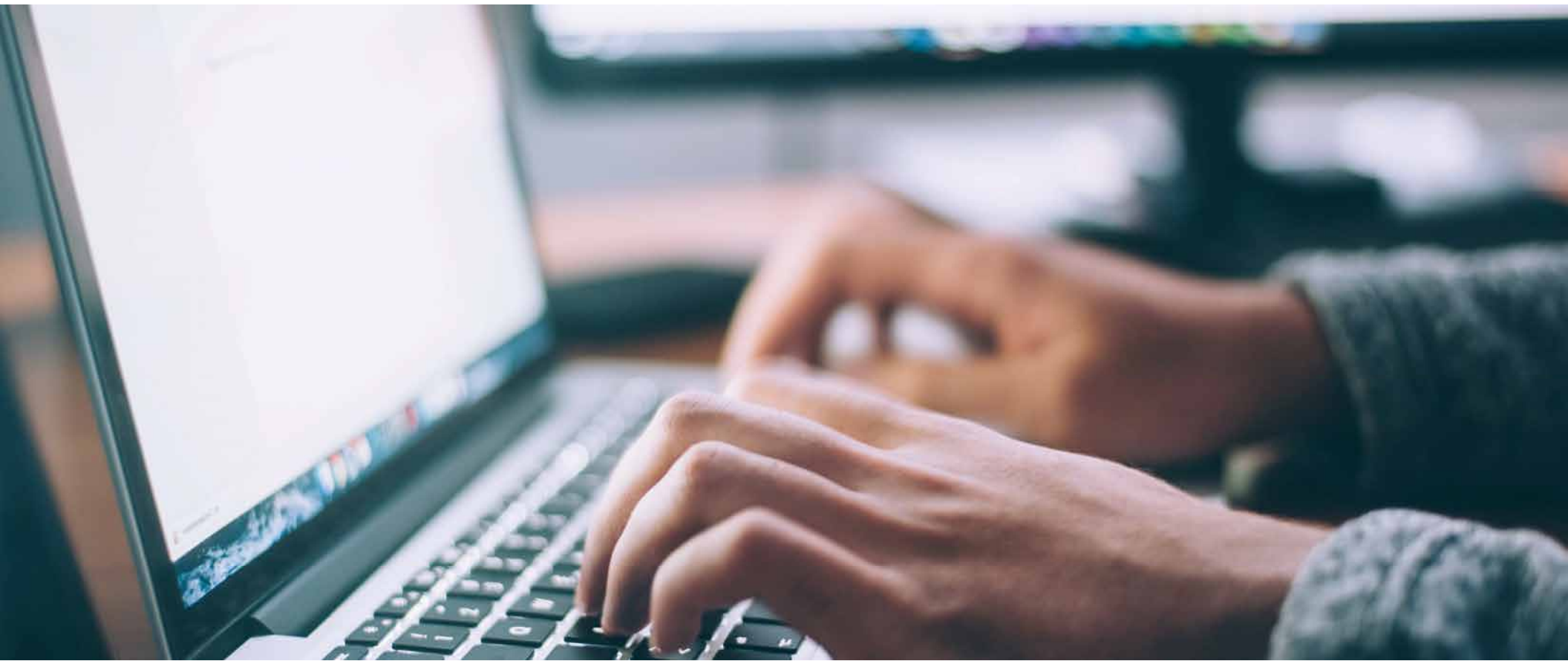
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

# Communication

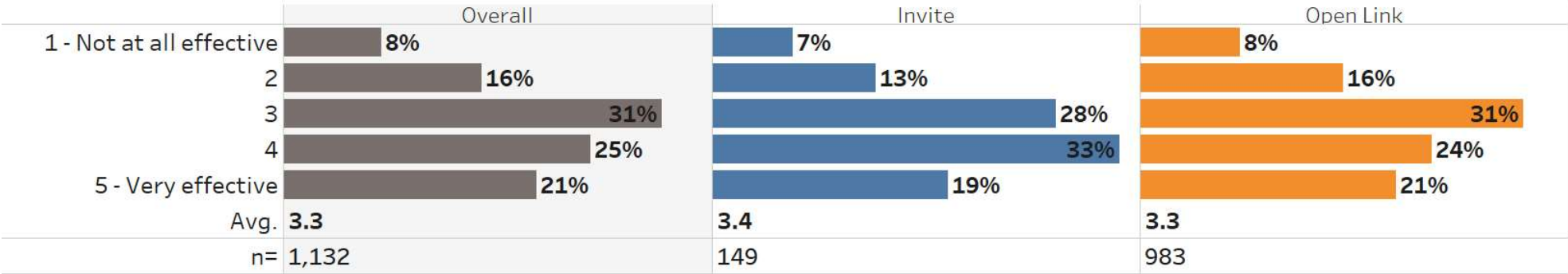




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

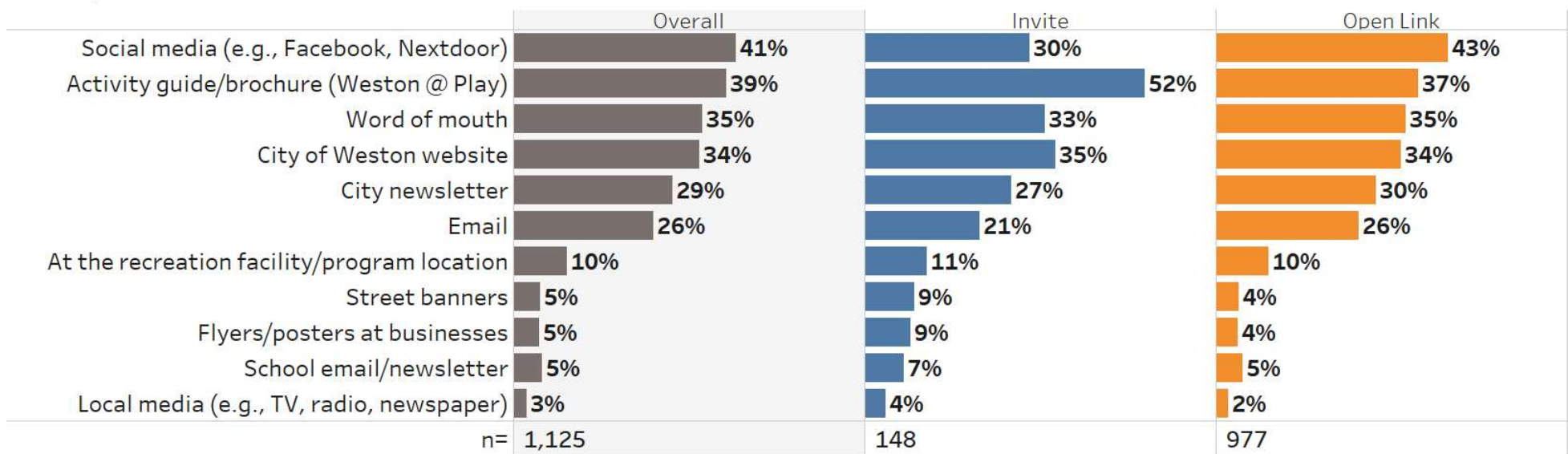


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

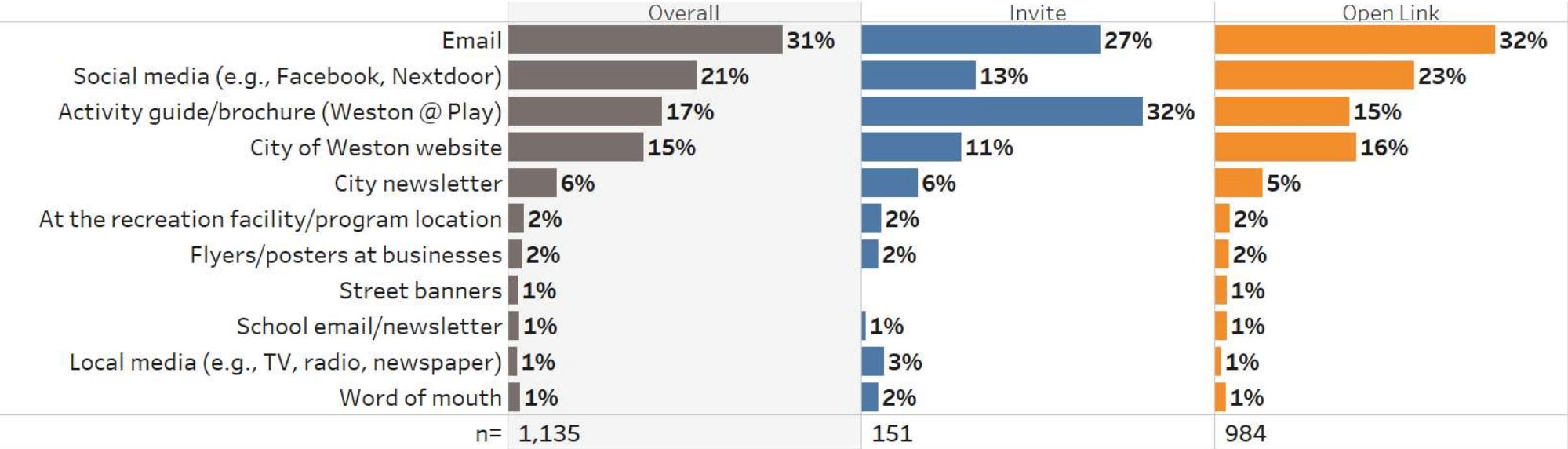


Source: RRC Associates

# Preferred Communication

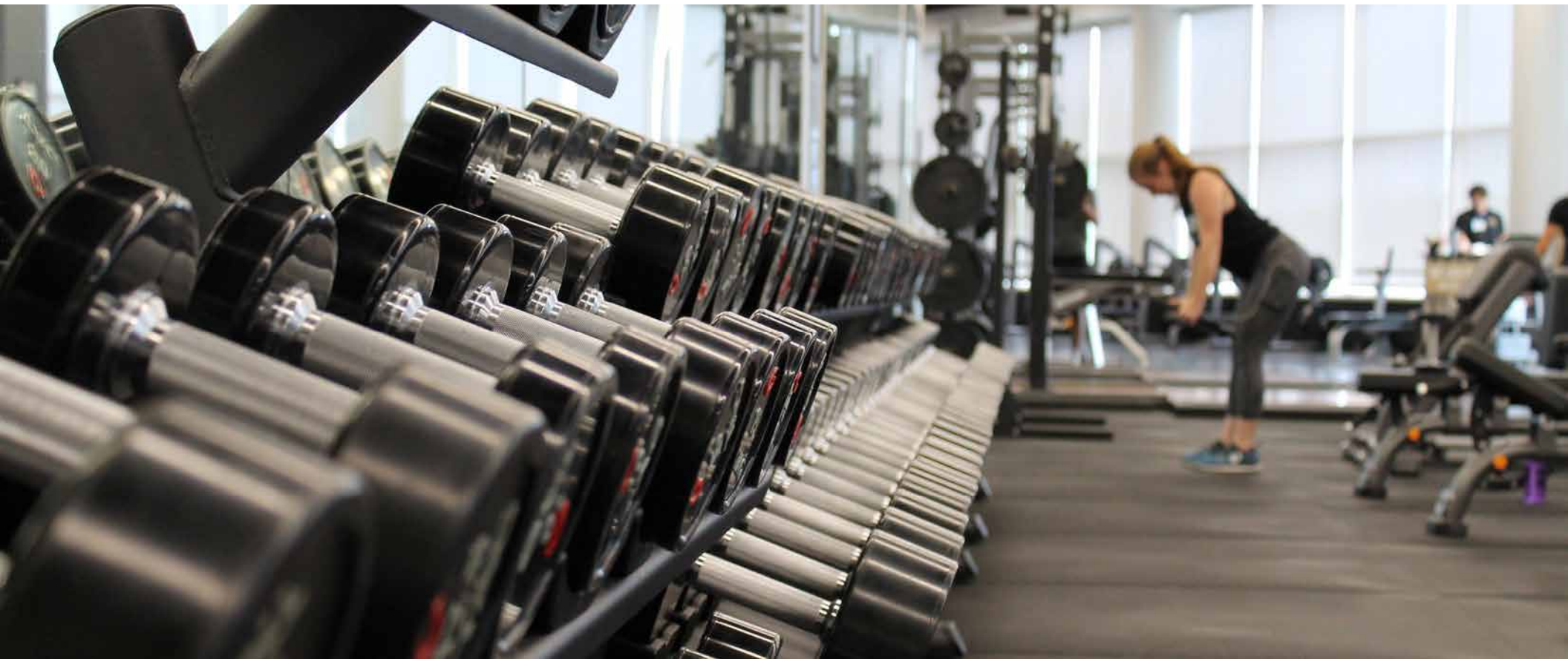
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



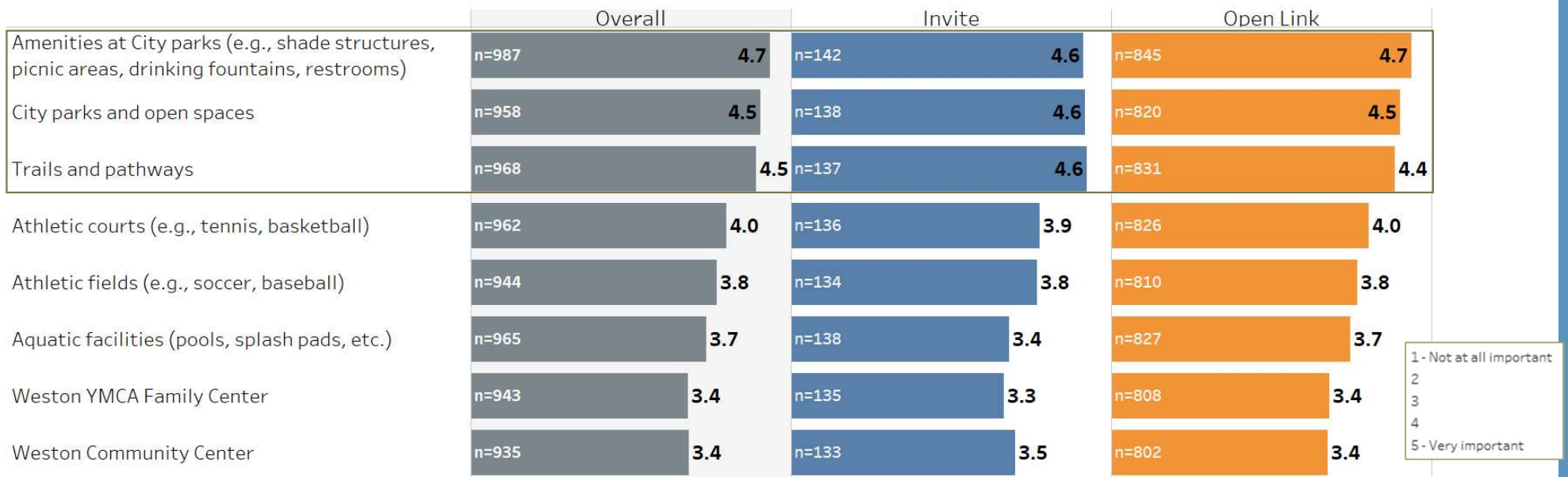


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

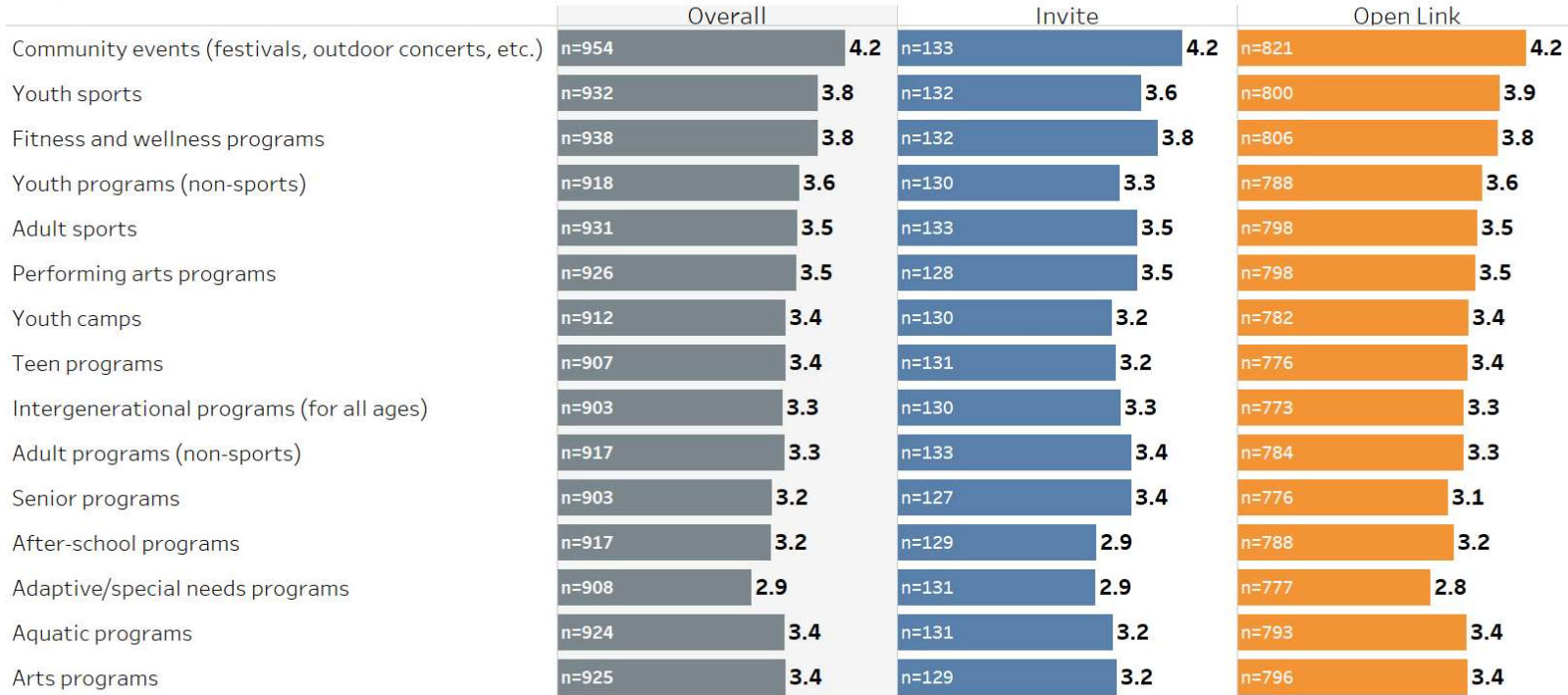


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

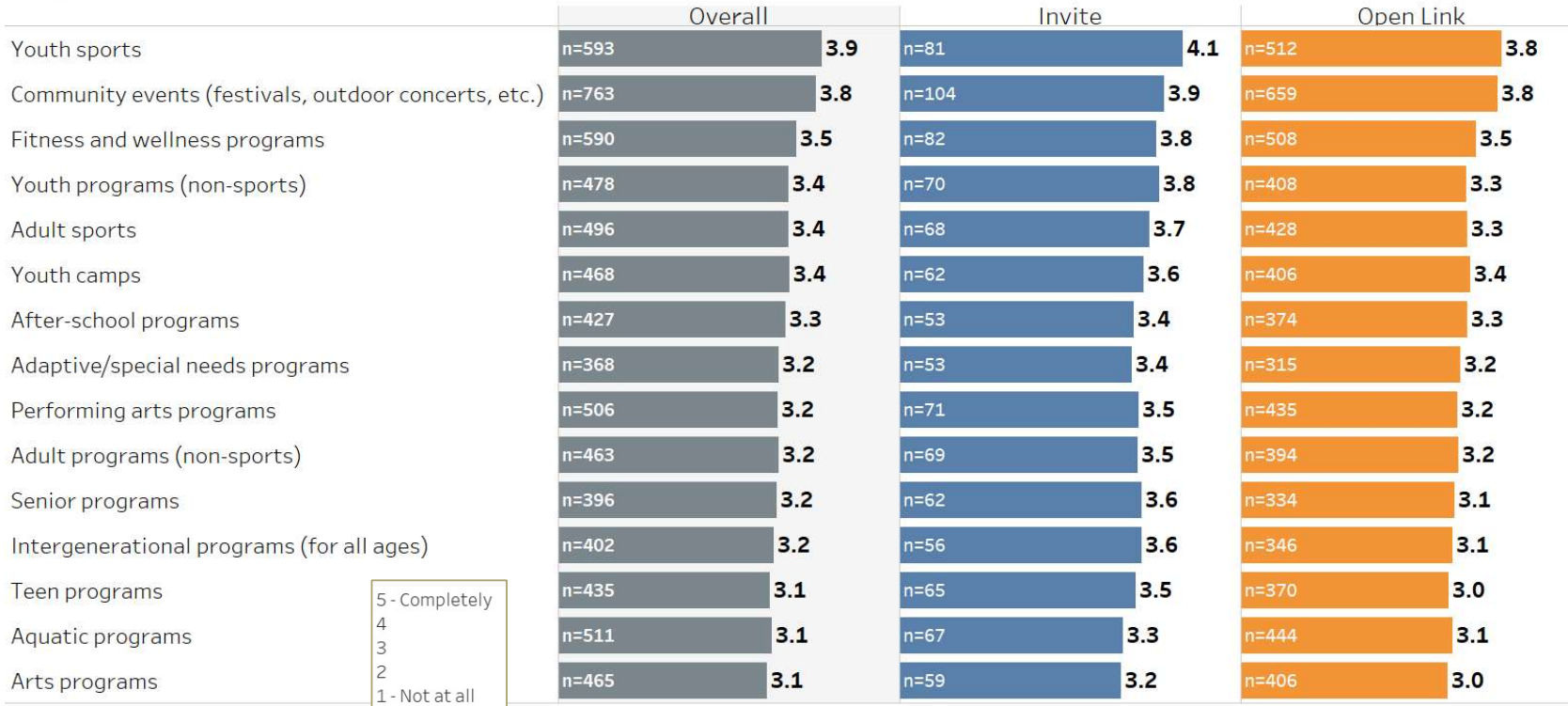
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Programs & Services

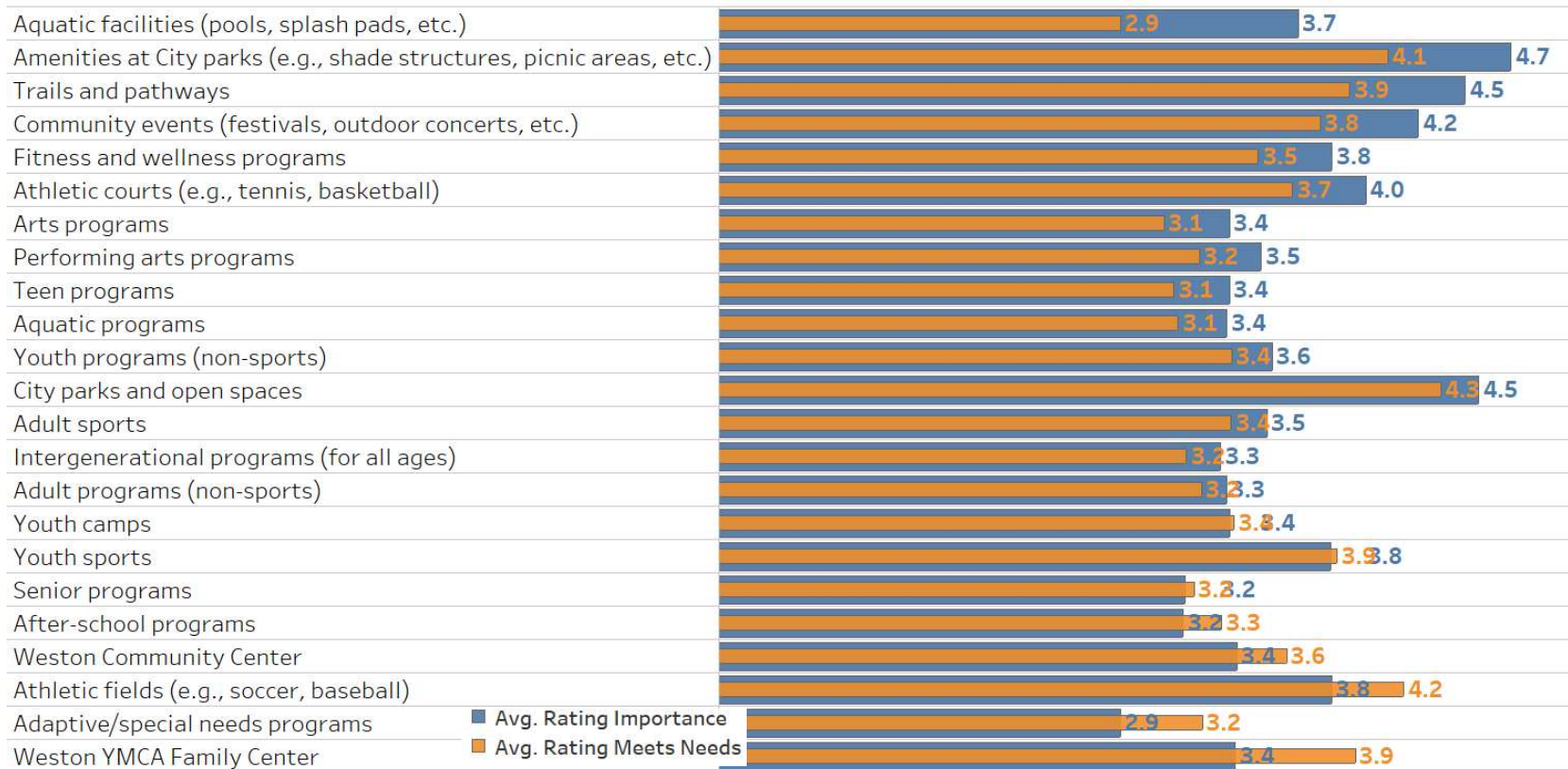


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

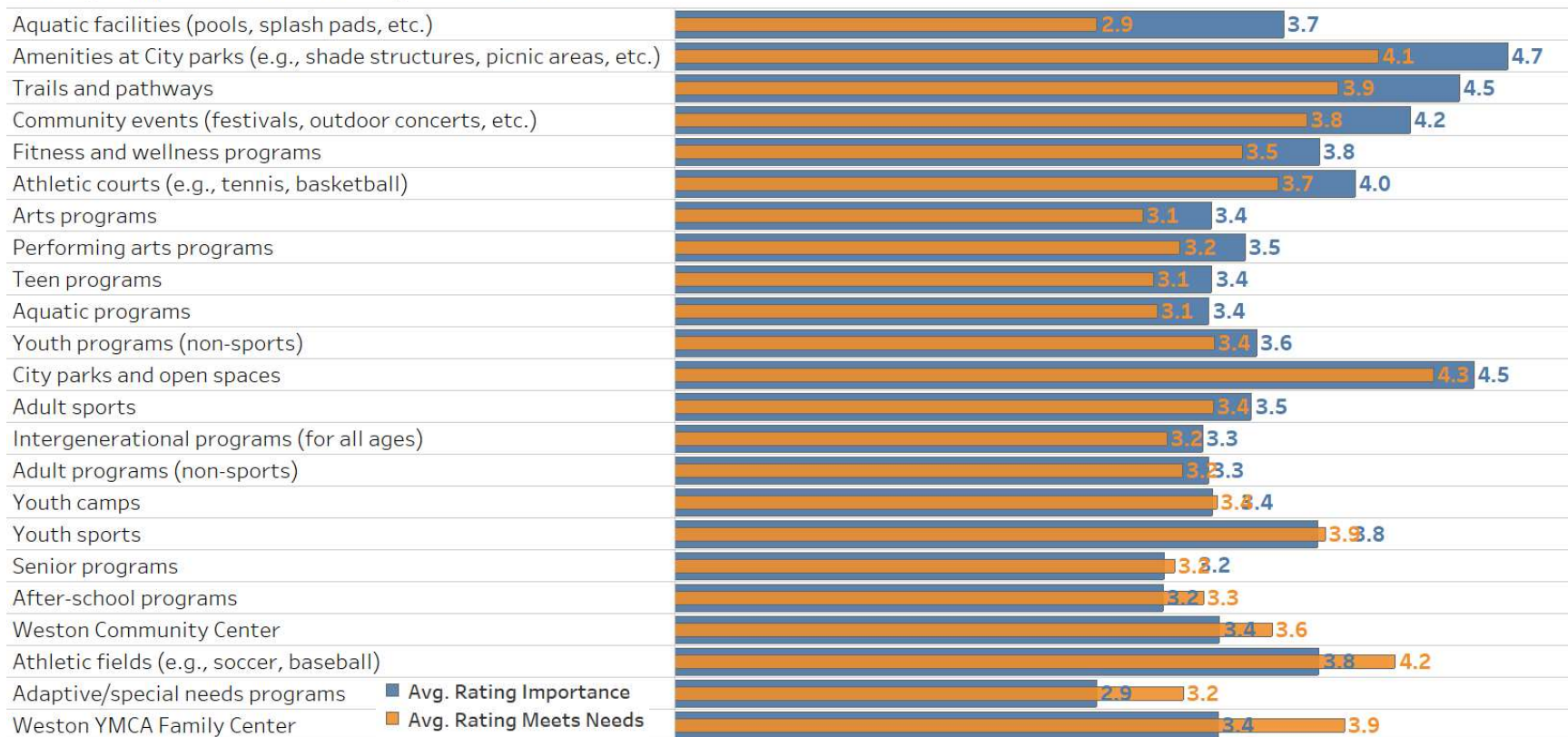
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

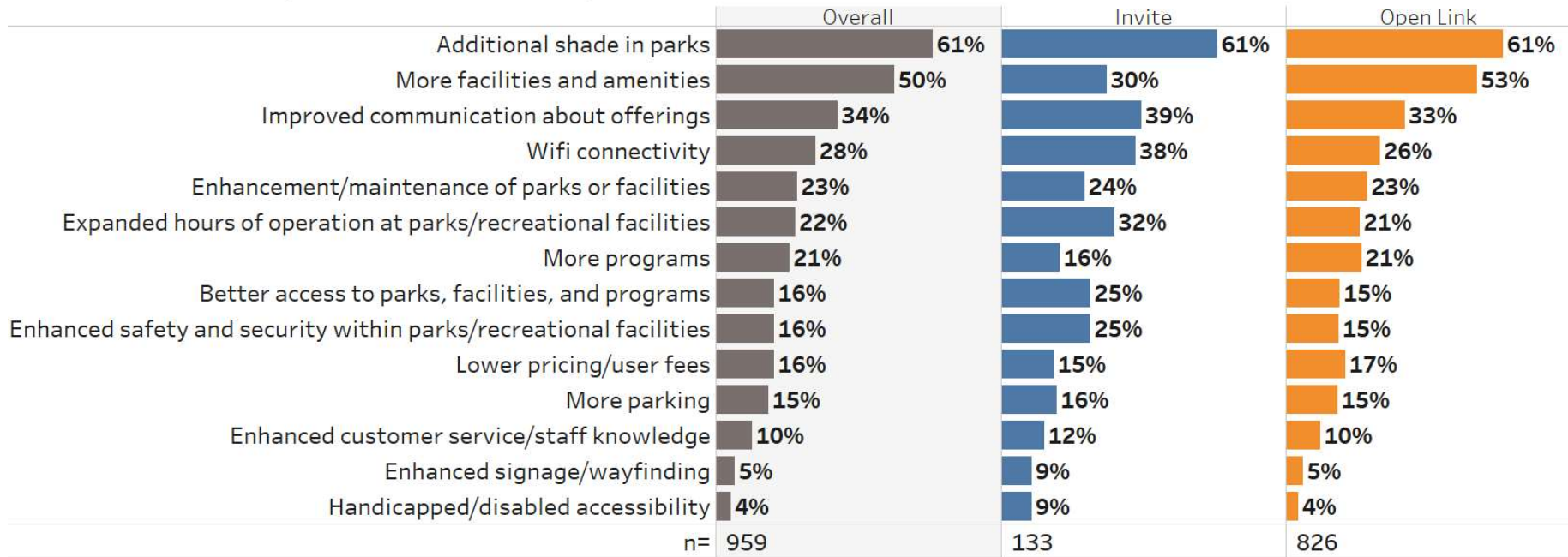


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

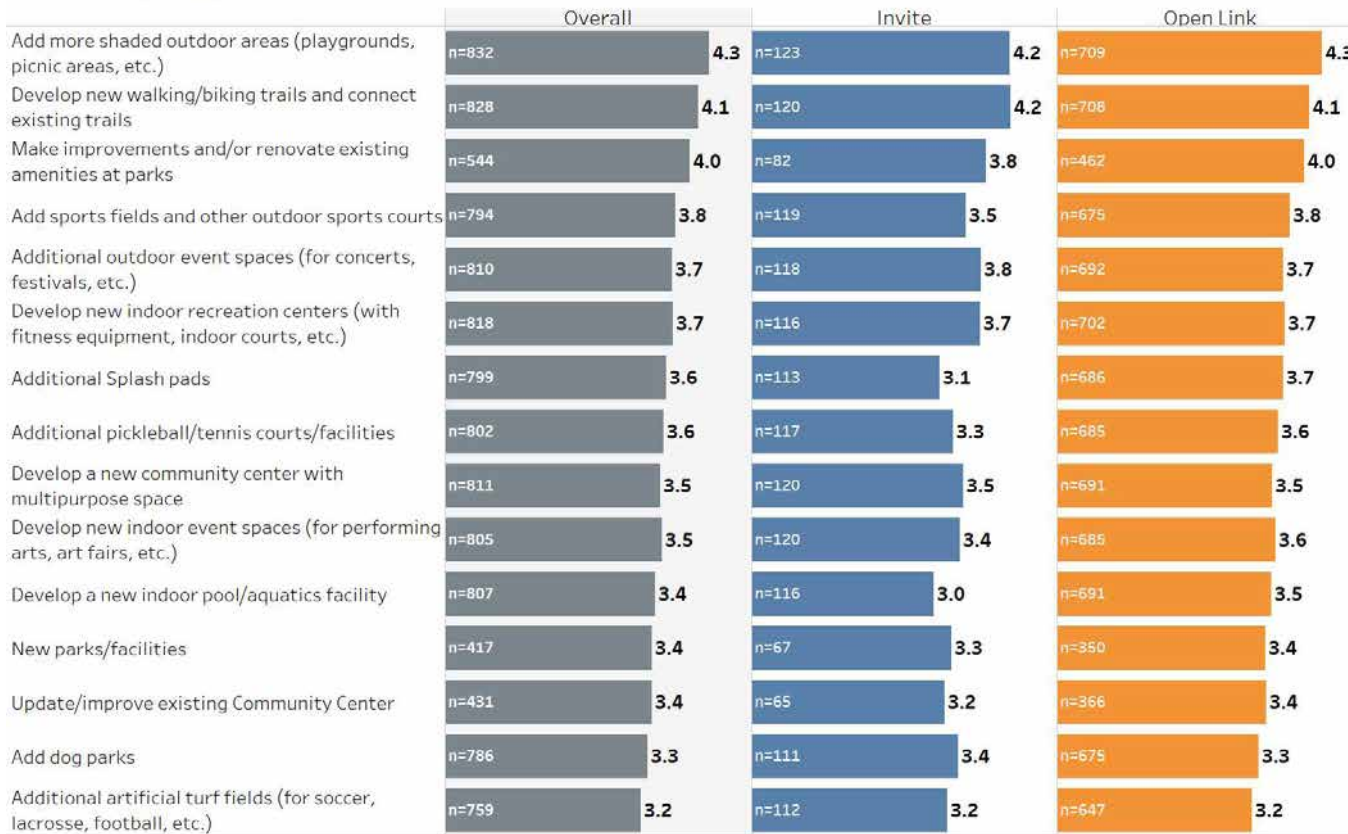




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

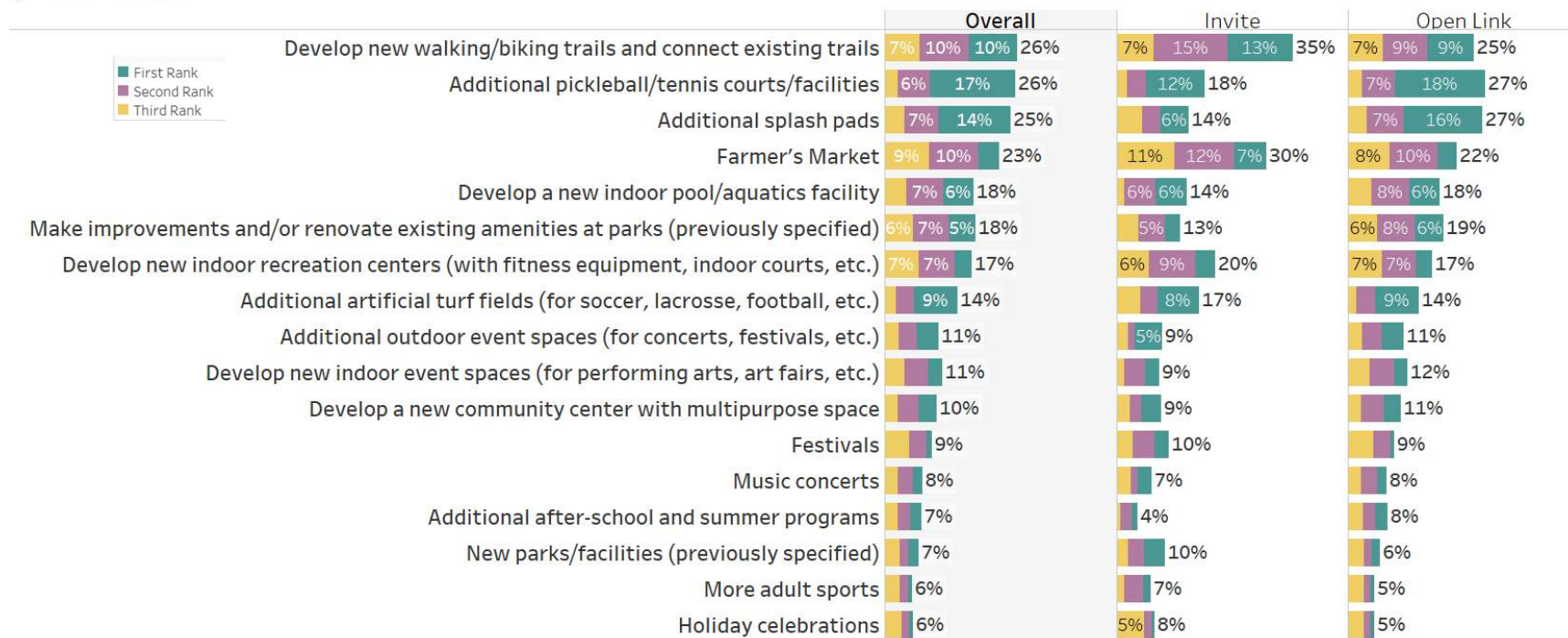
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

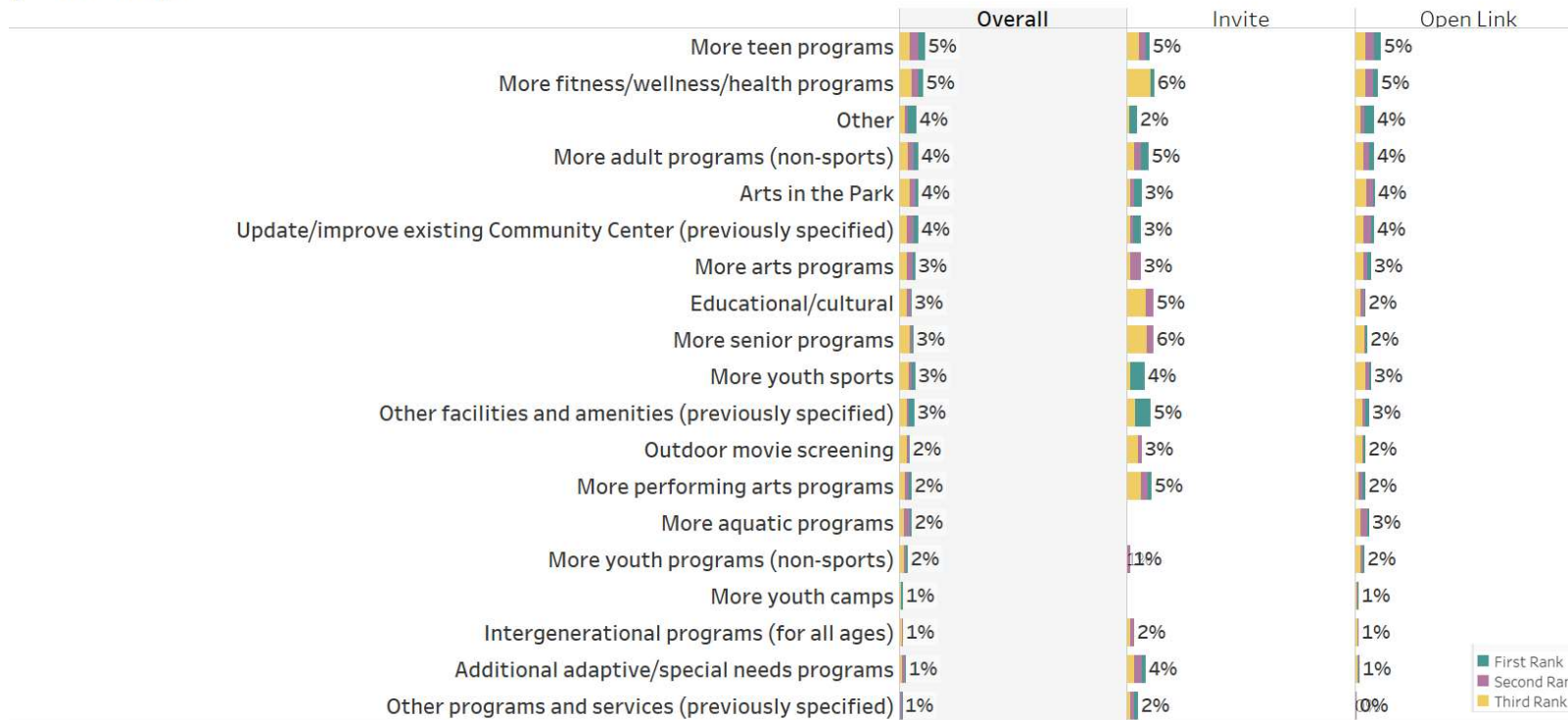


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

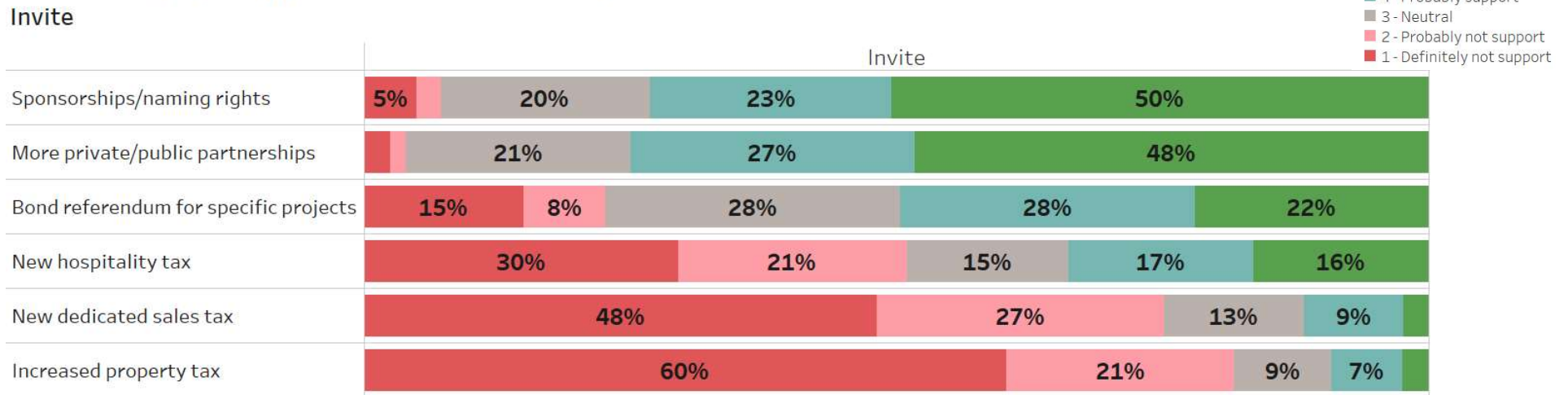
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

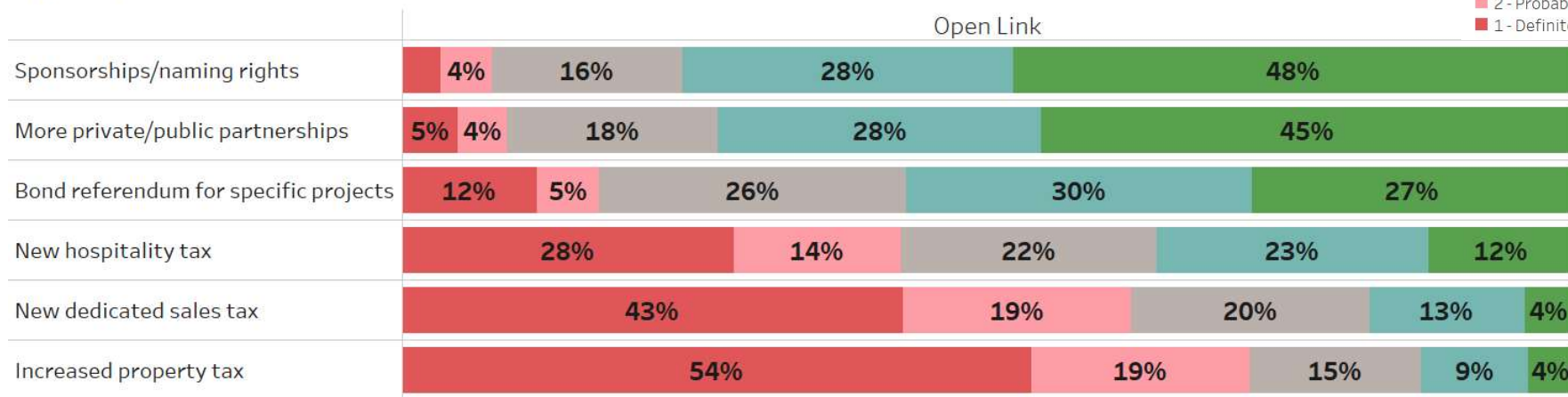
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



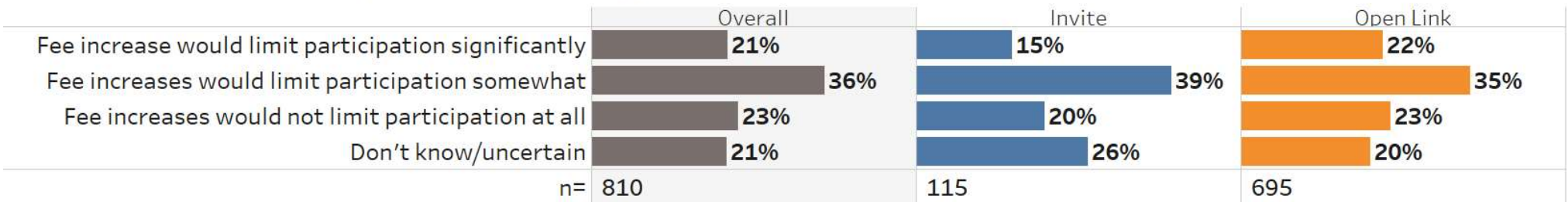
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

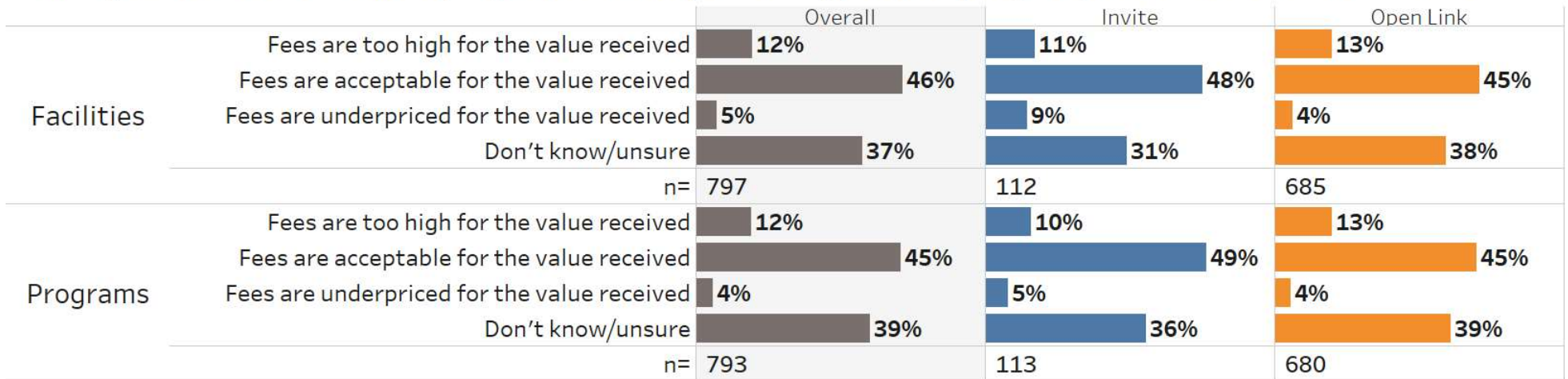


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

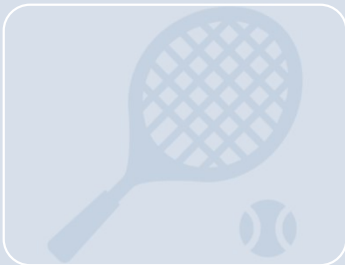


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

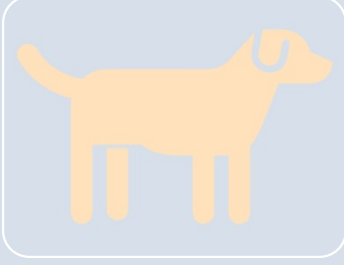
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

# Demographics

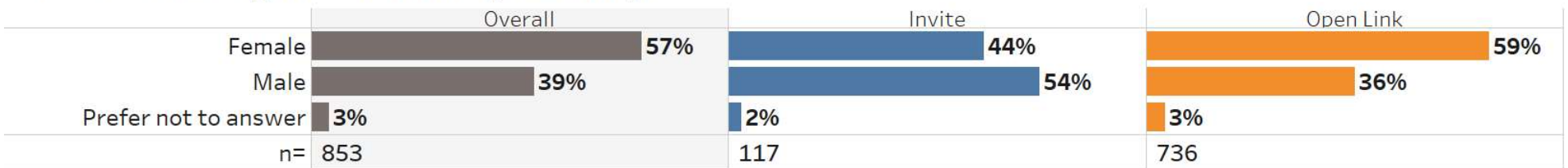




# Gender & Age

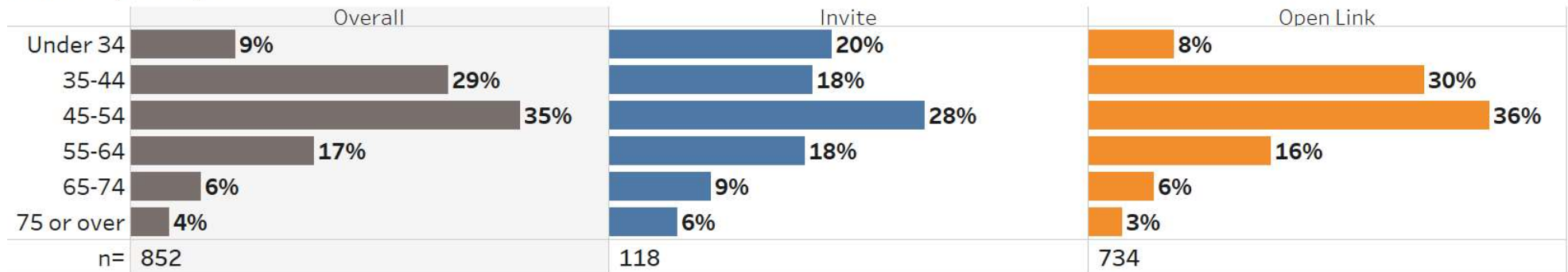
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

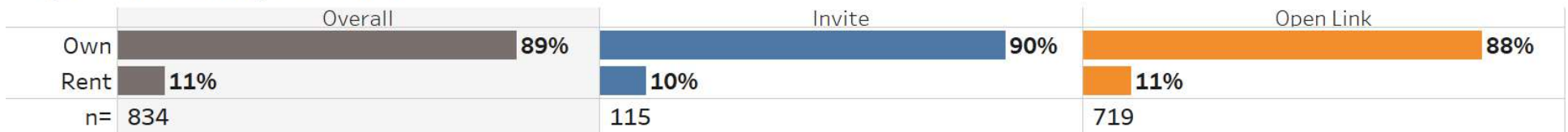
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

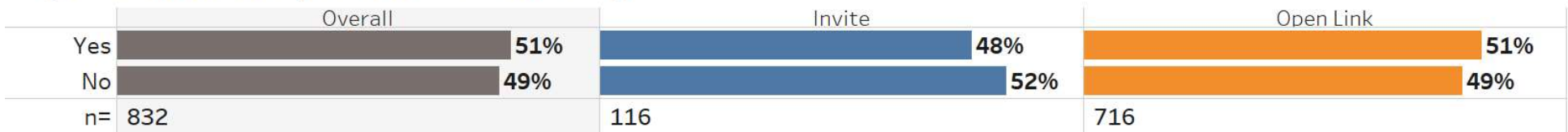
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?

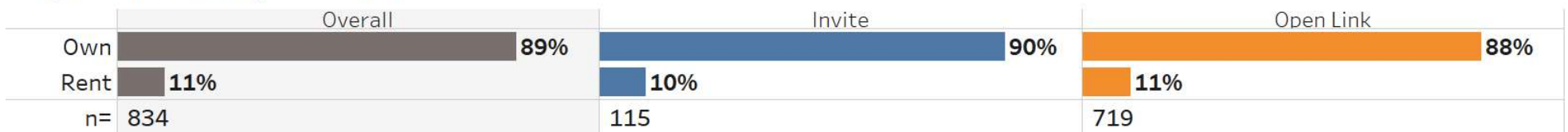


Source: RRC Associates

# Residence Ownership & ADA Needs

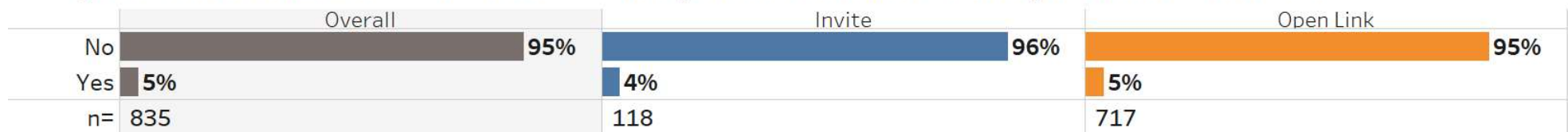
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

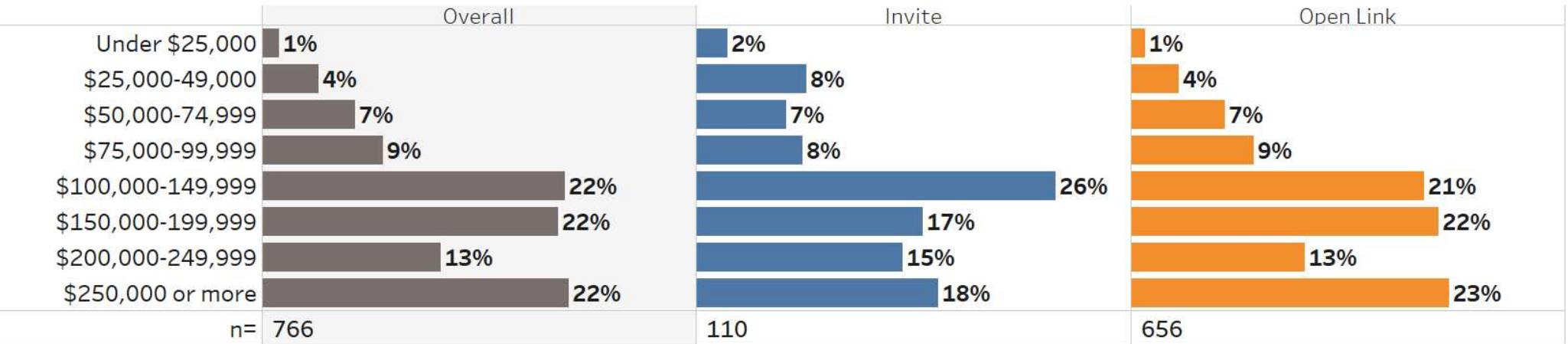
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

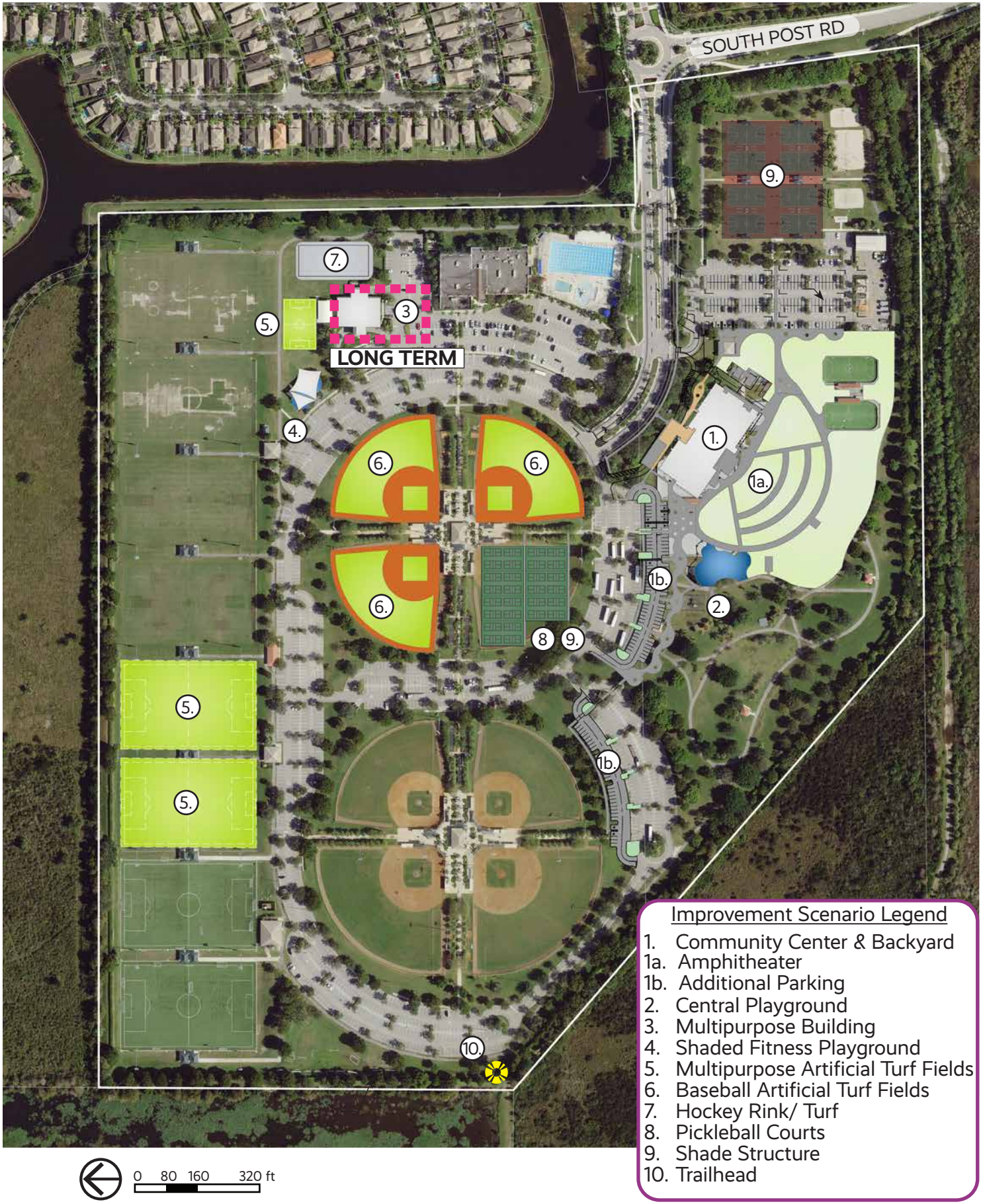
RRC Associates  
4770 Baseline Road, Suite 355  
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## Regional Park Improvement Scenario (Mid-Term) & (Long Term)







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Karl C. Thompson, P.E.	Assistant City Manager/COO
Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
Denise Barrett-Miller	Director of Communications
Pam Solomon	Assistant Director of Communications

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Isabel Aguilar	Landscape Technician
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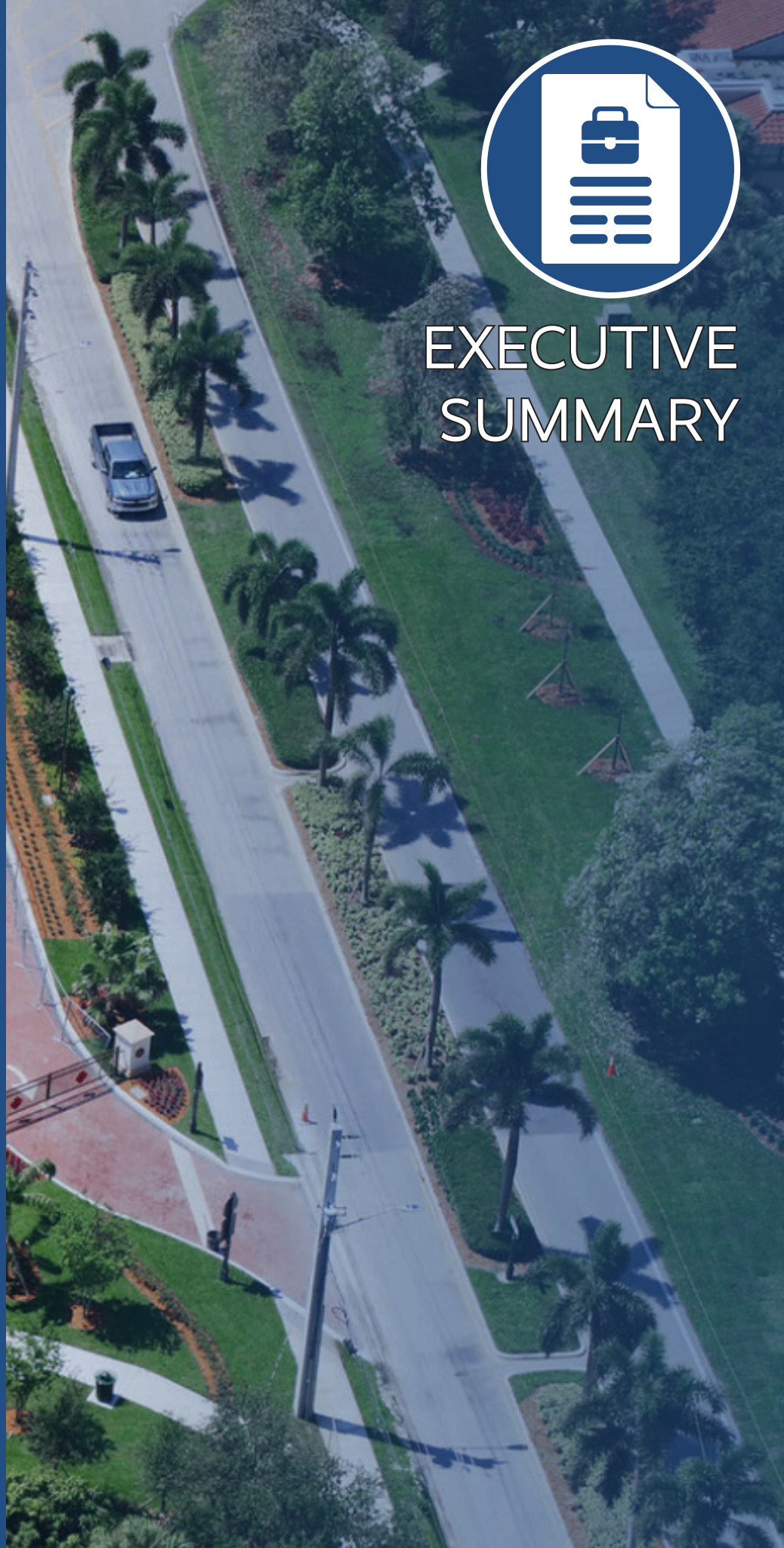
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







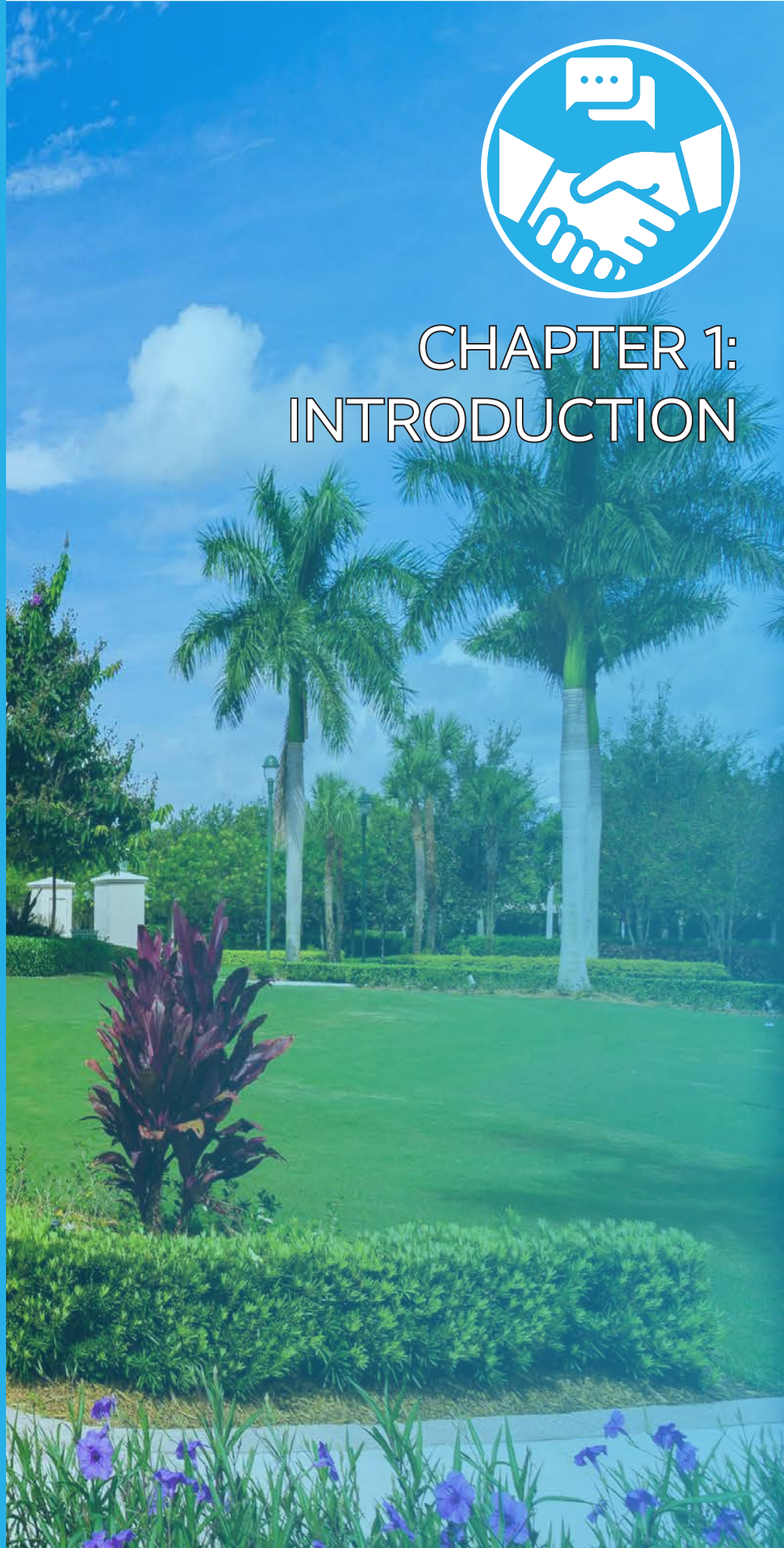
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City’s Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City’s parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City’s leaders and residents striving for Weston’s goal of “preserve our parks and provide quality recreation programs.”

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community’s quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston’s PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff’s local knowledge, the community’s ideas and needs and Miller Legg’s team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand







the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process







### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

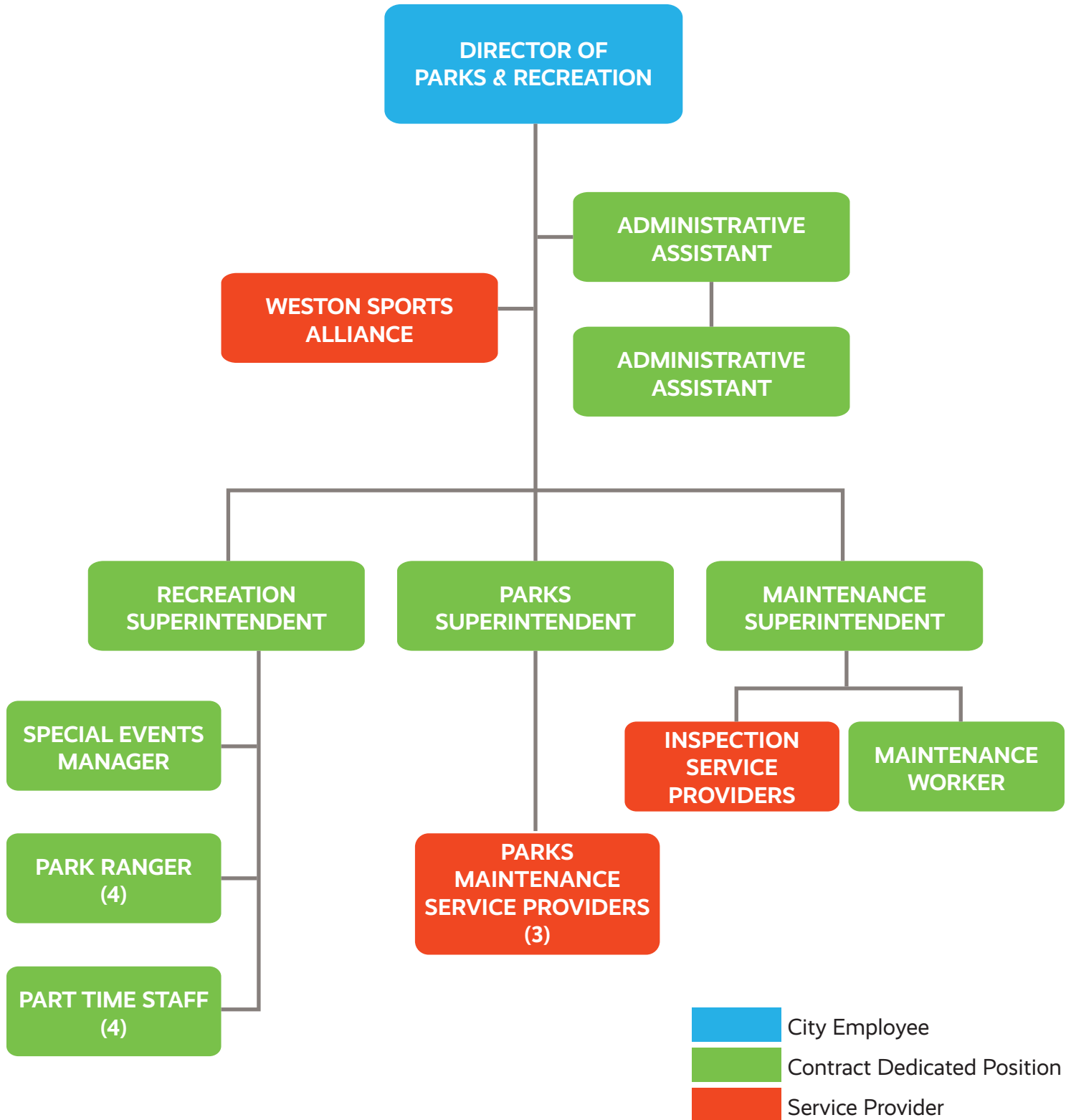


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

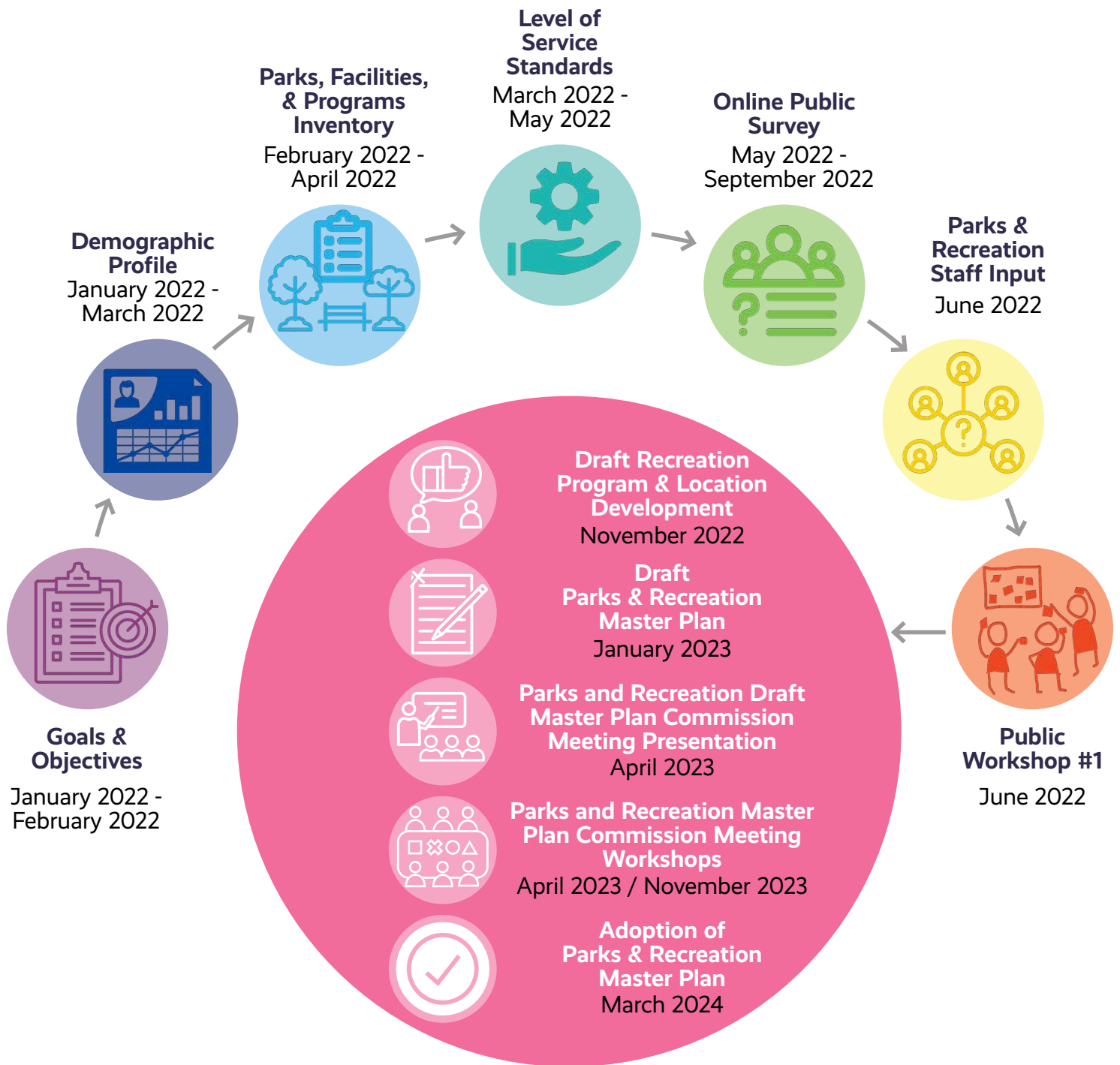


Figure 1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

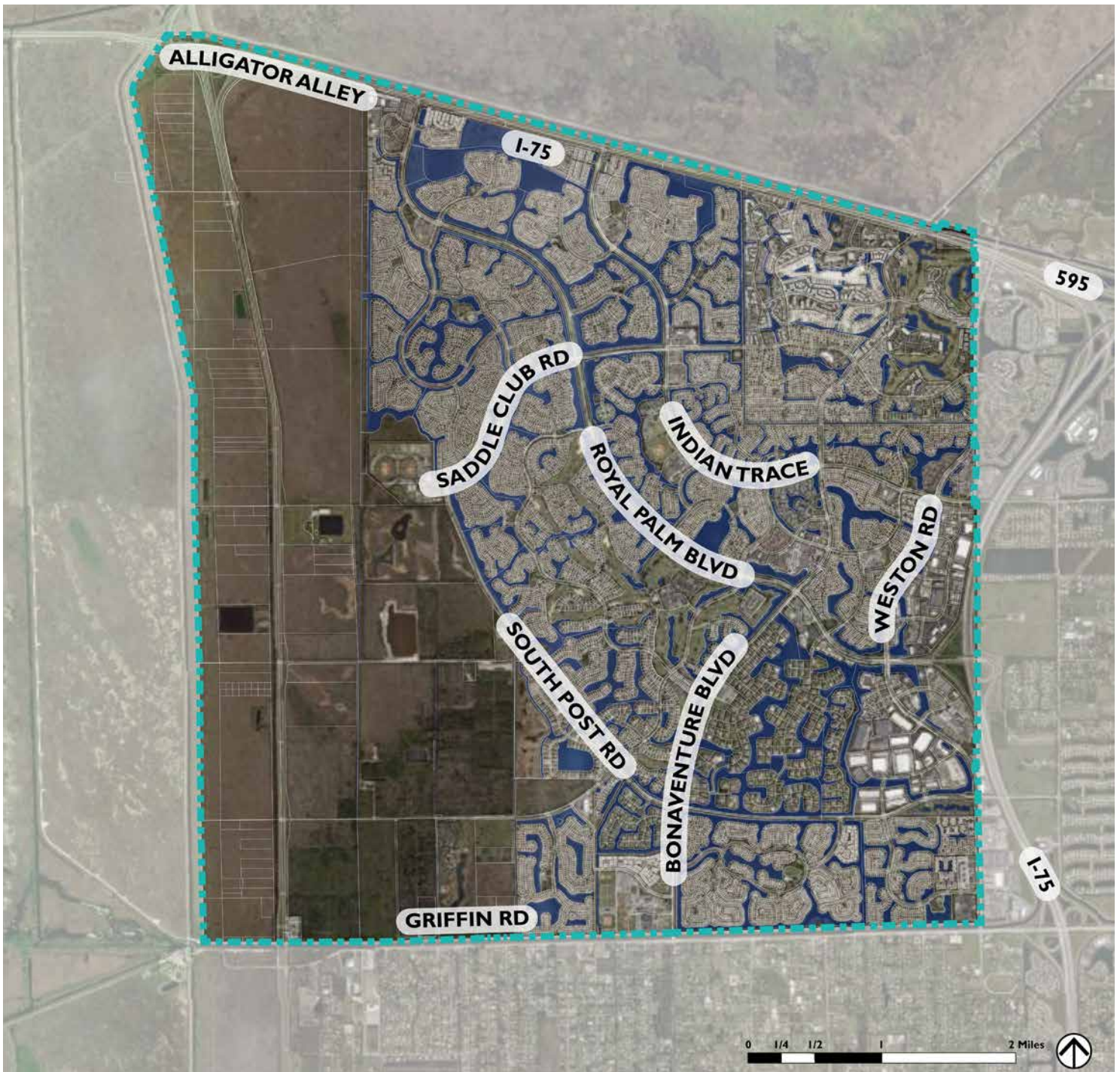


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

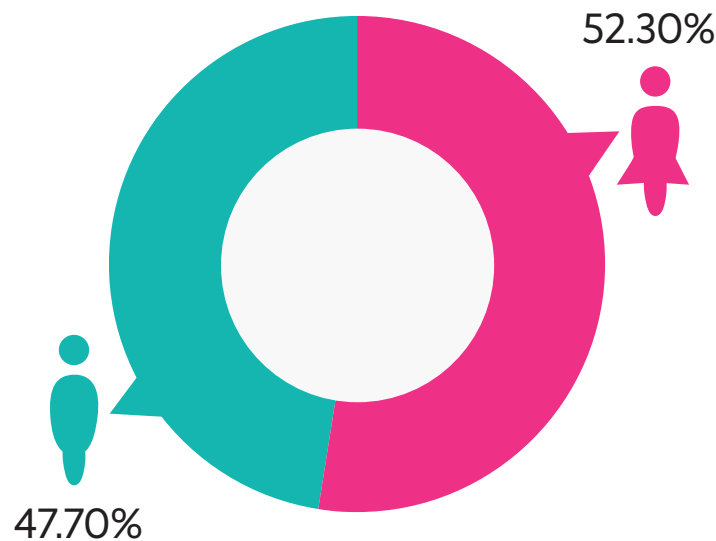


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

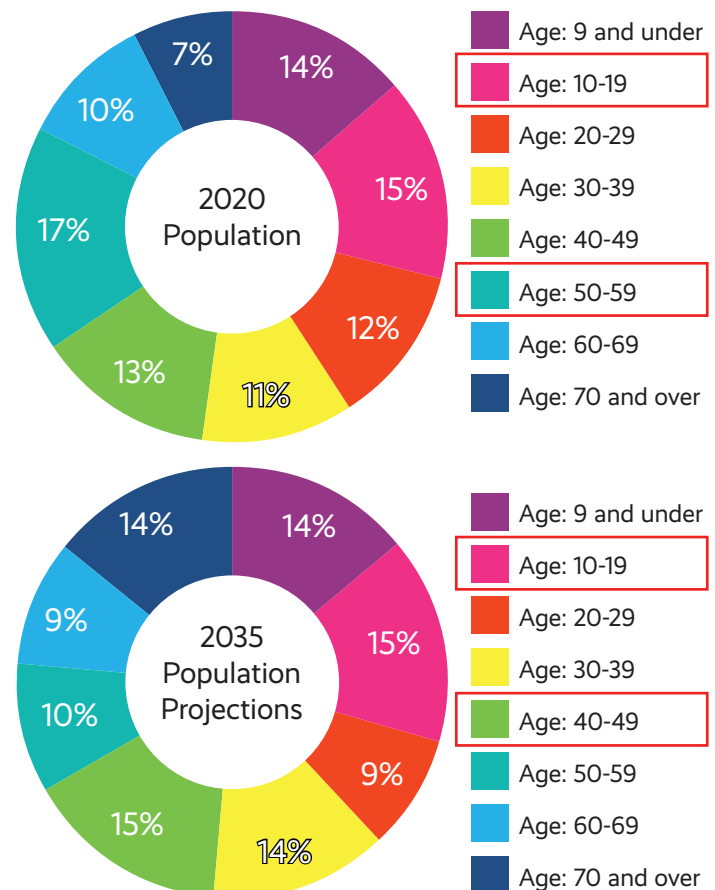


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

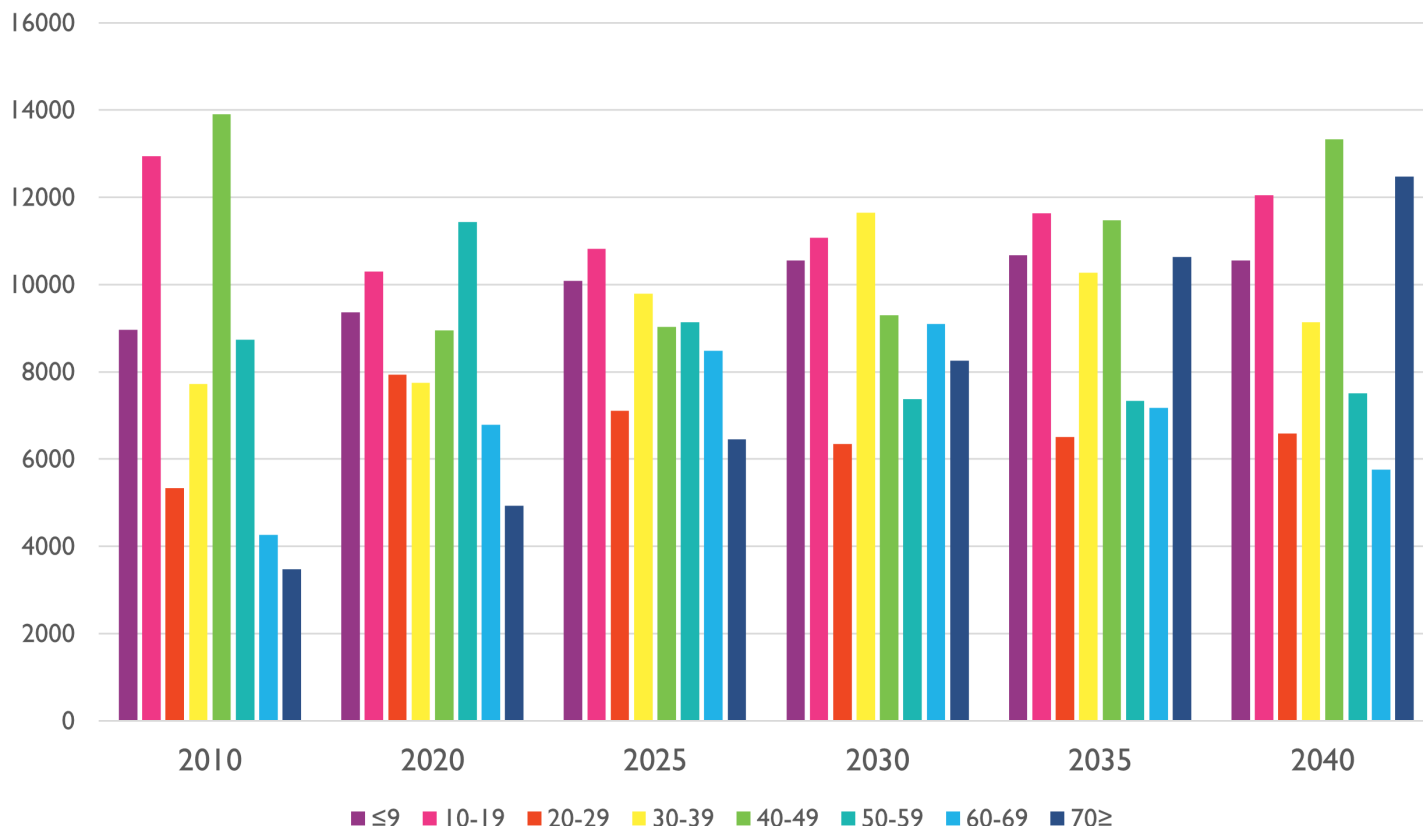


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

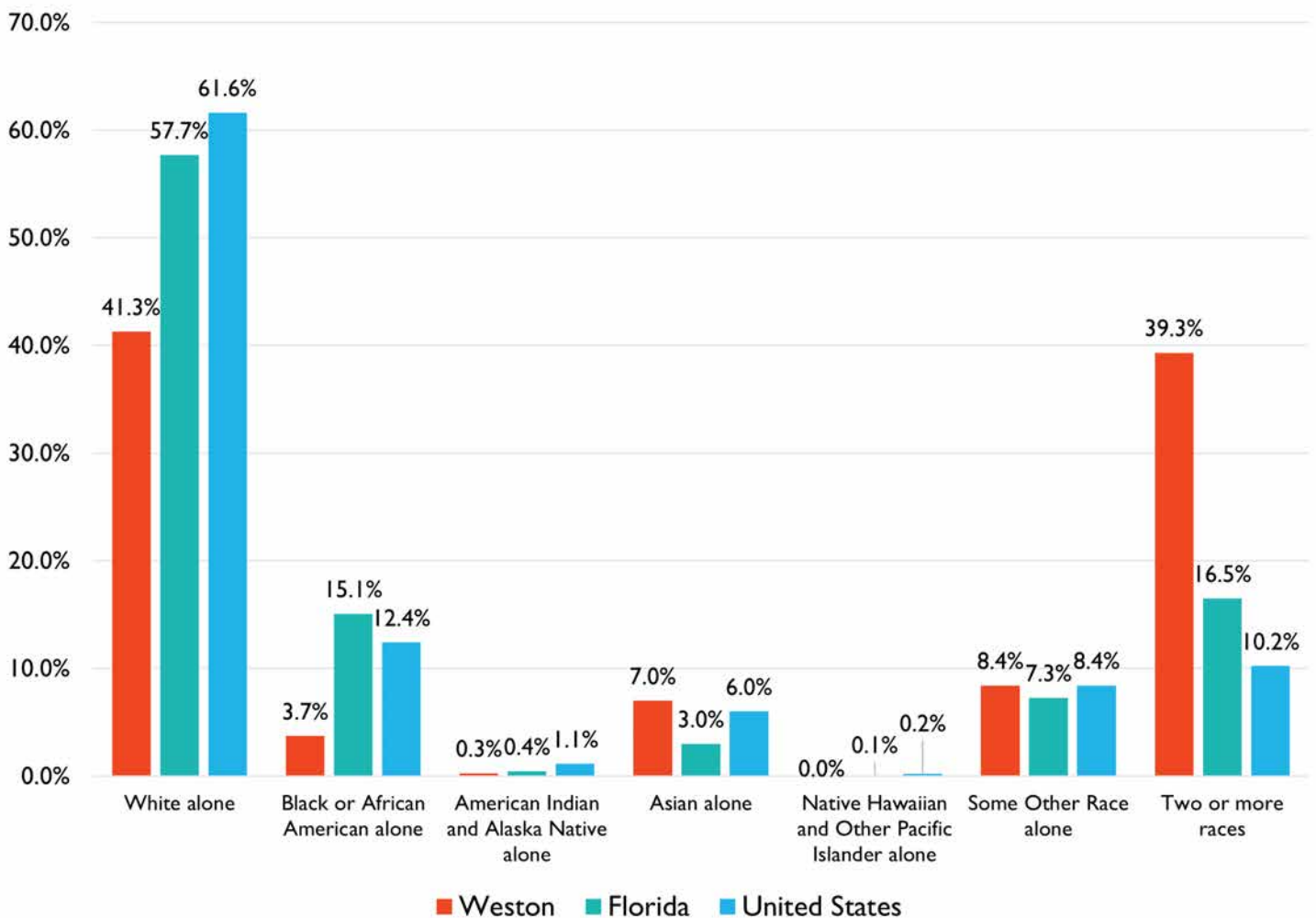


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

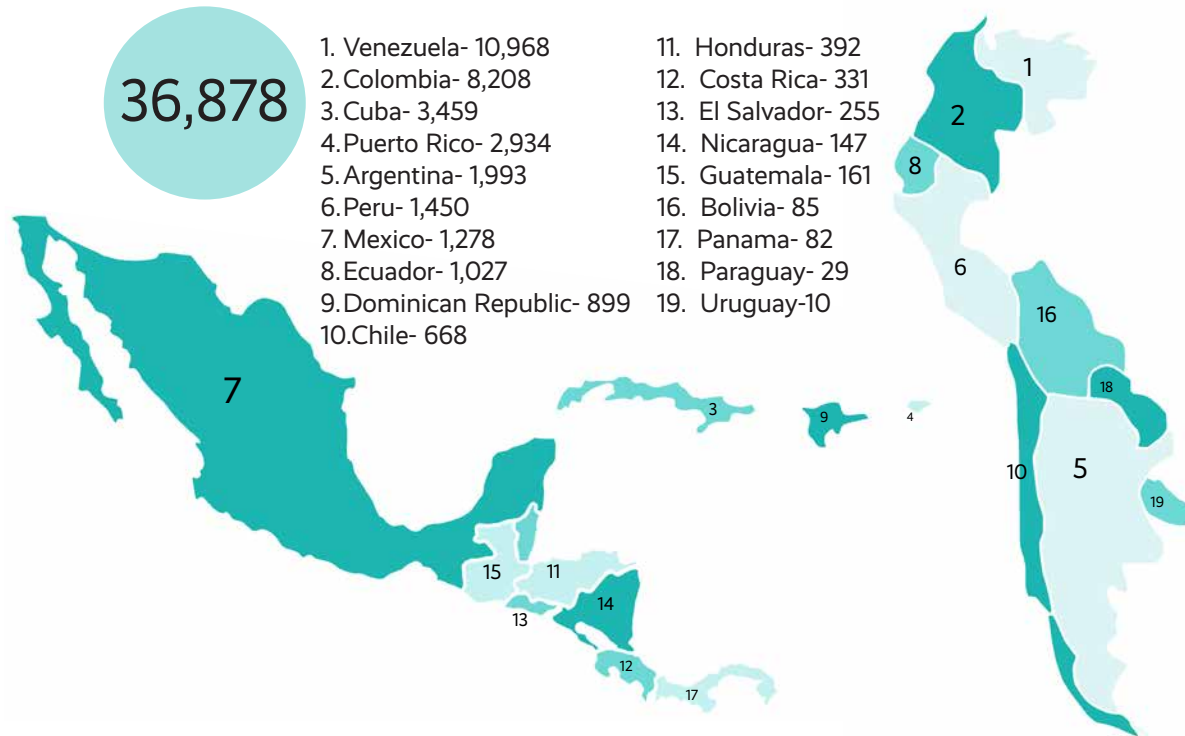


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

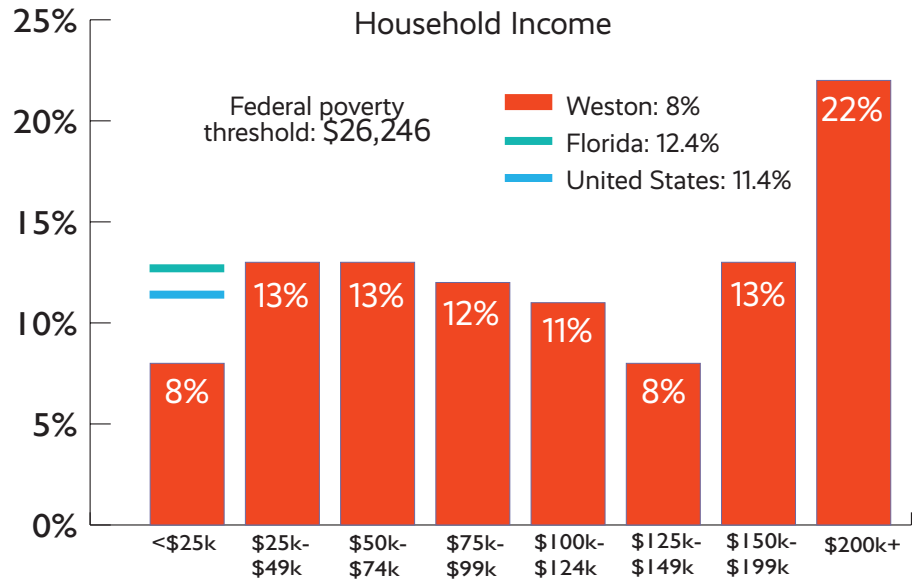


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

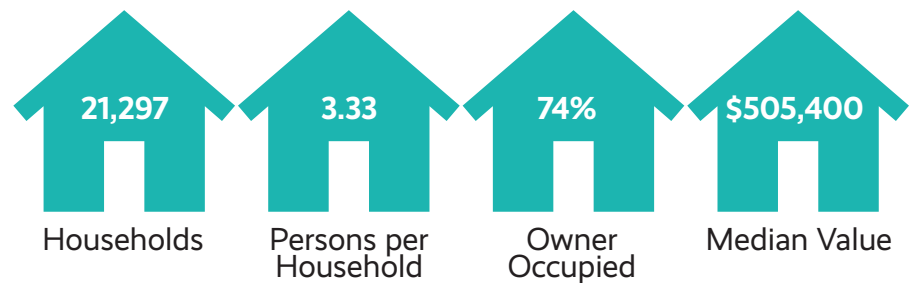


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

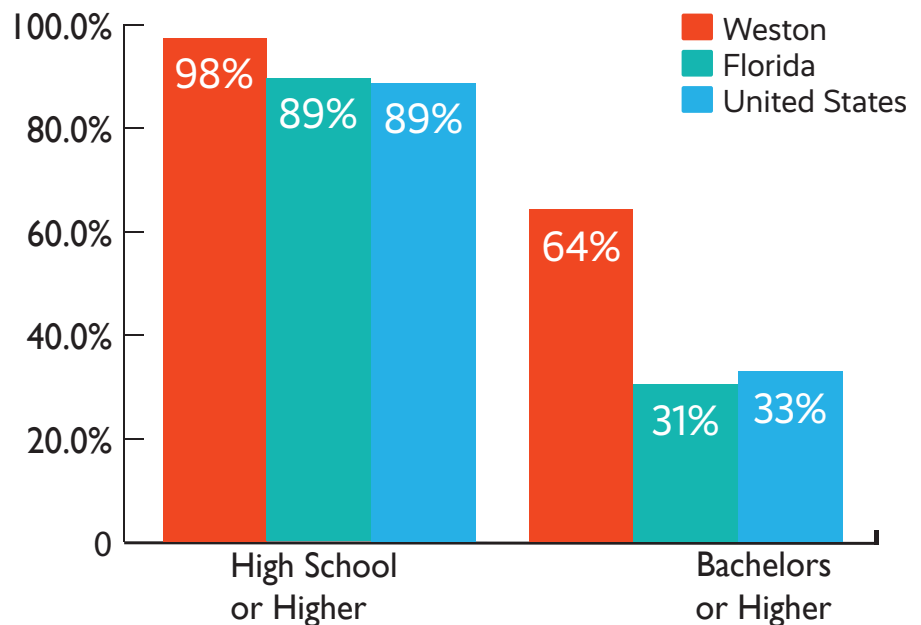


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

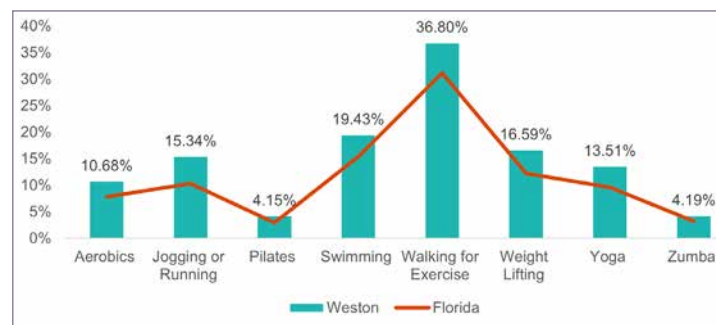


Figure 2.15: Adult Participation in Fitness Activities

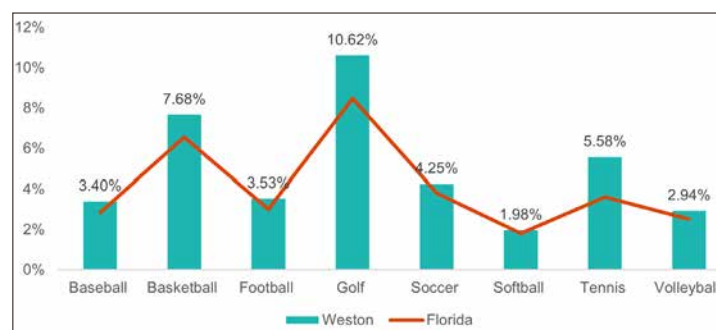


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities





The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

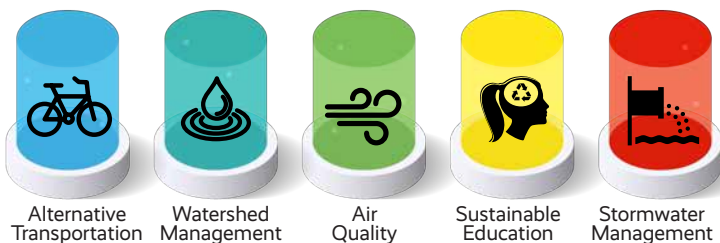


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

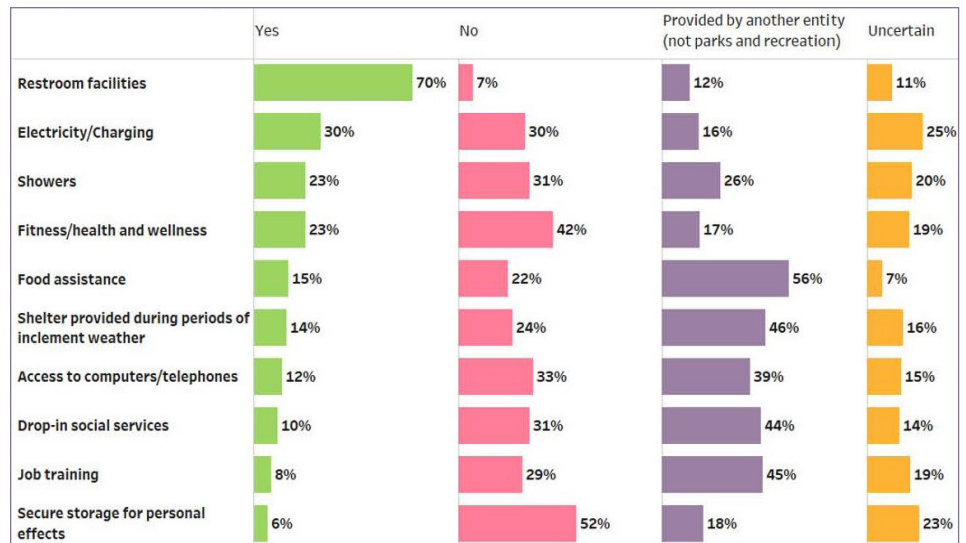


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

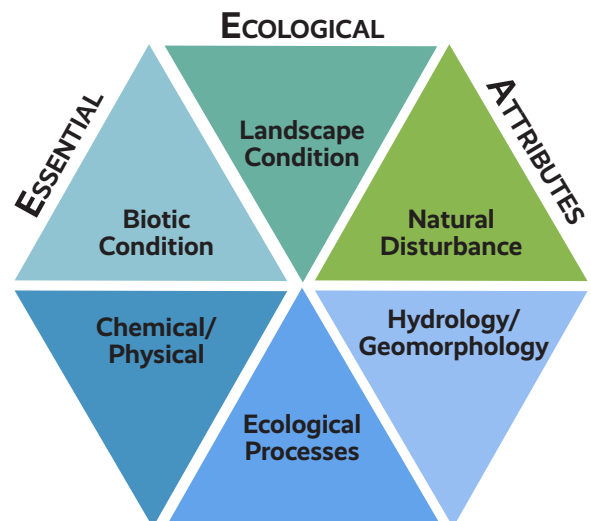


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

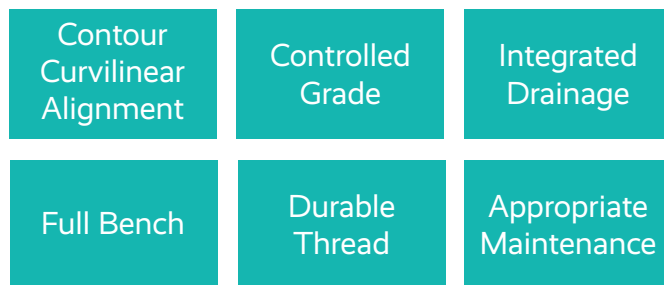
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

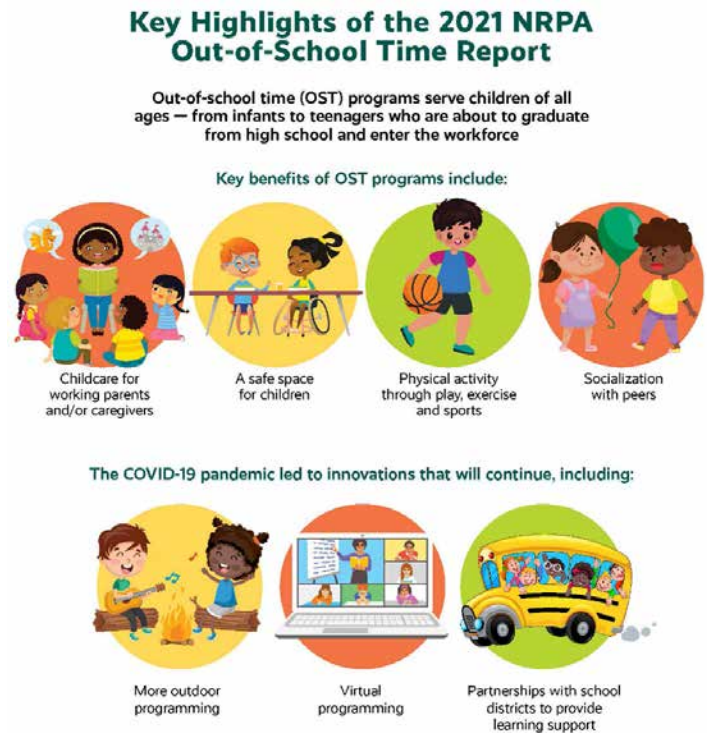


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

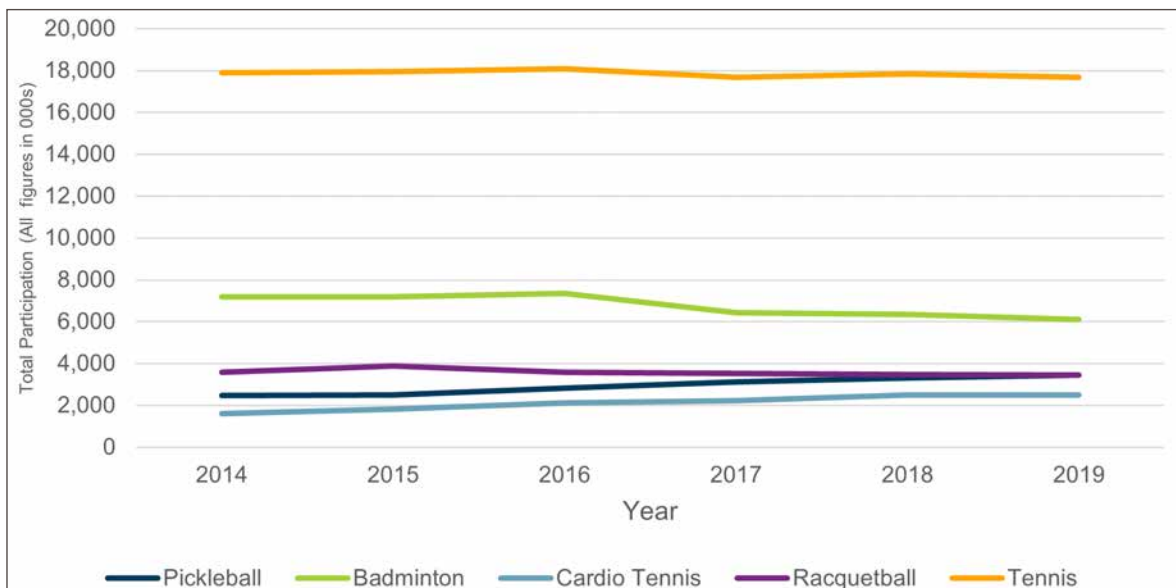


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.





### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

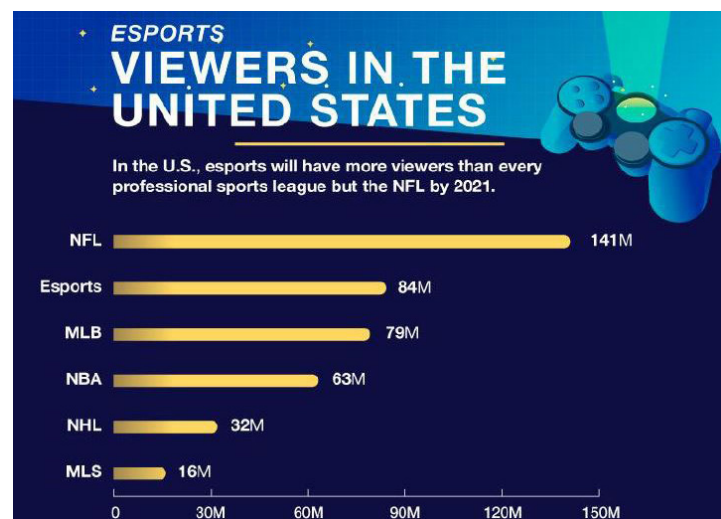


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

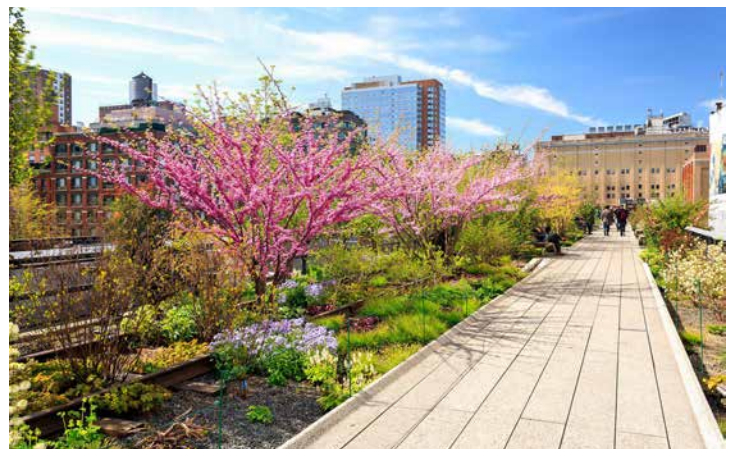


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1			6		1		8	3	2	2	4					1
Windmill Ranch Park	5.23	1								1						1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







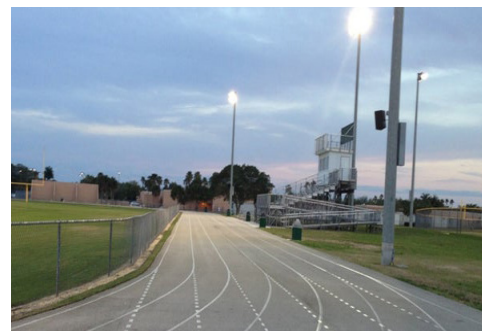
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



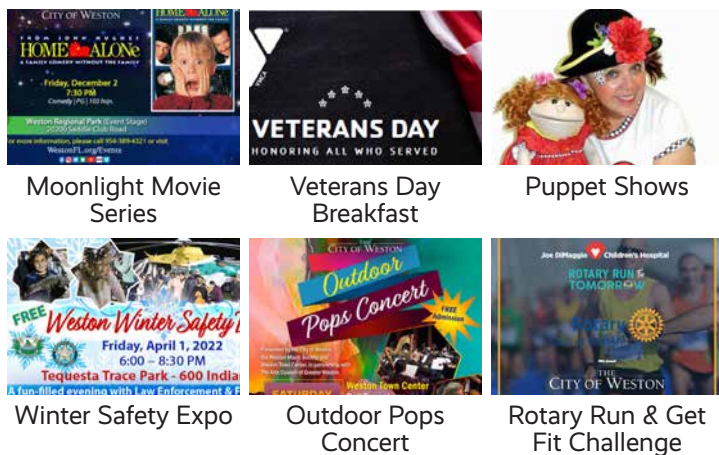
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

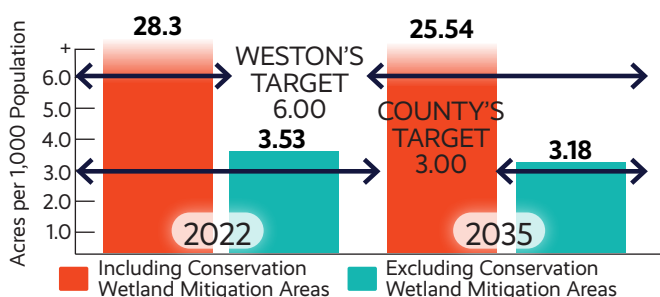


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

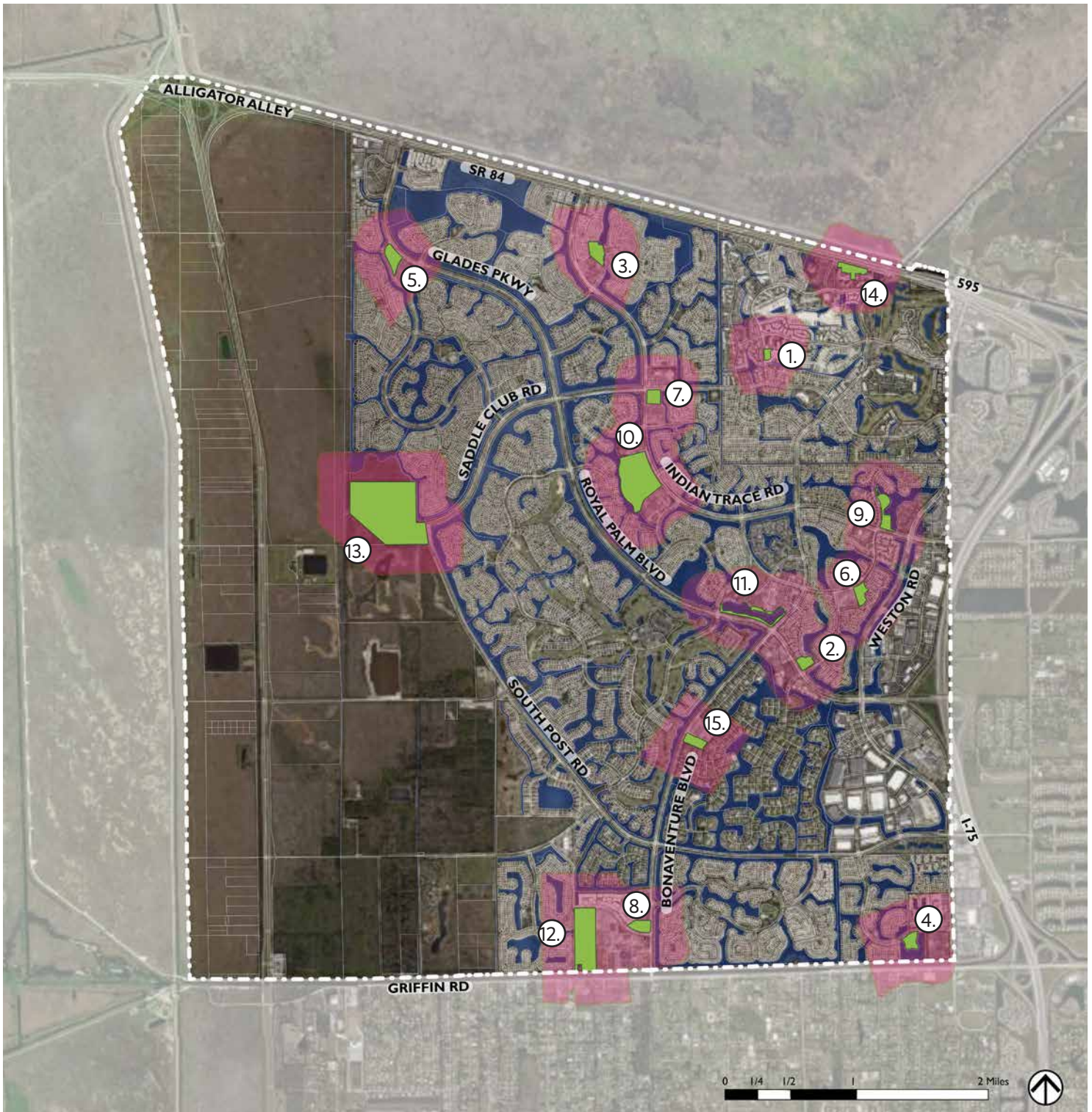
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

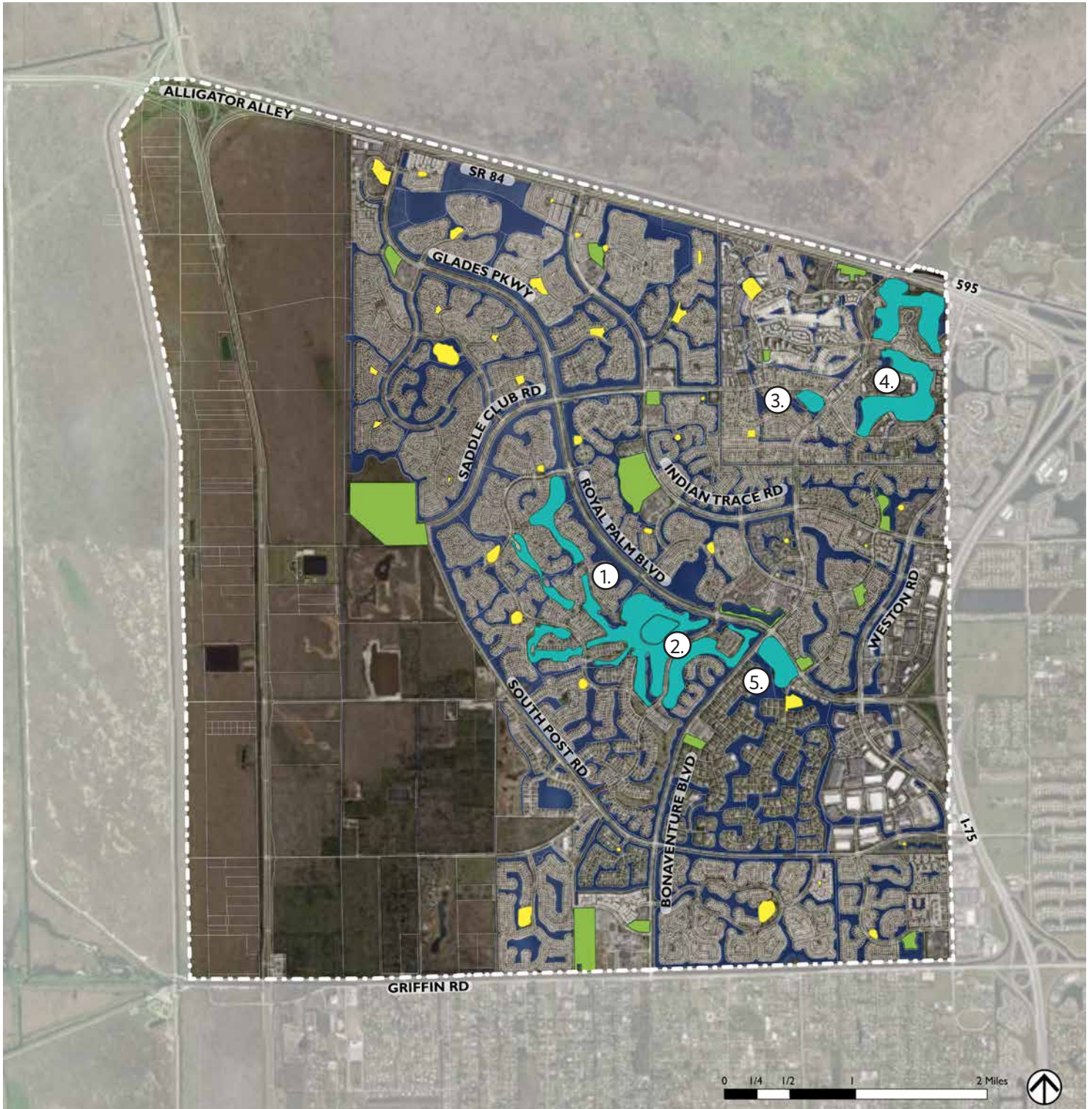
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)





## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

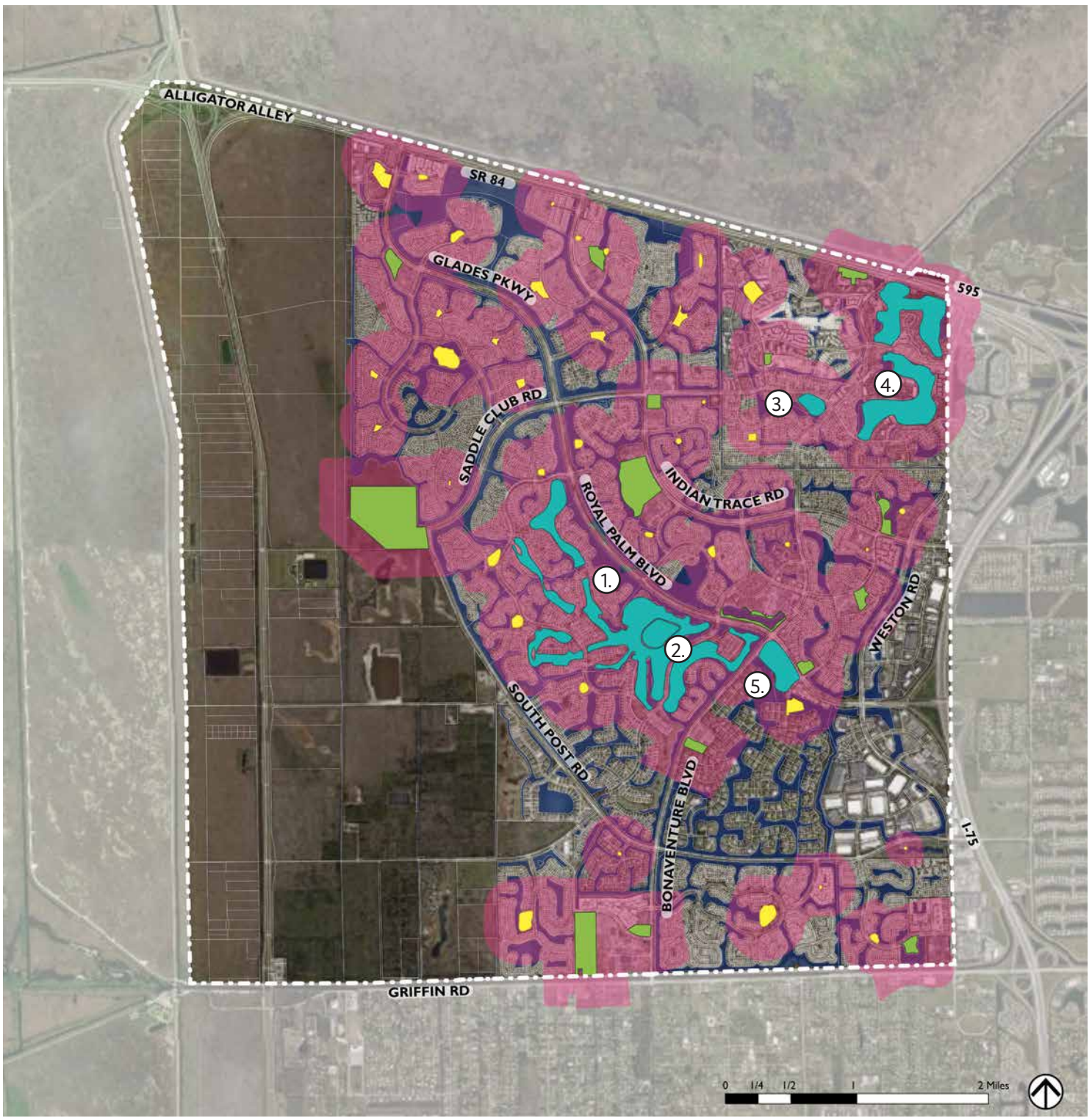
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





### City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)





## City Bike and Pedestrian Paths Map



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities
- Sidewalk
- Shared Use Path\*
- Bike Lane
- Paved Shoulder

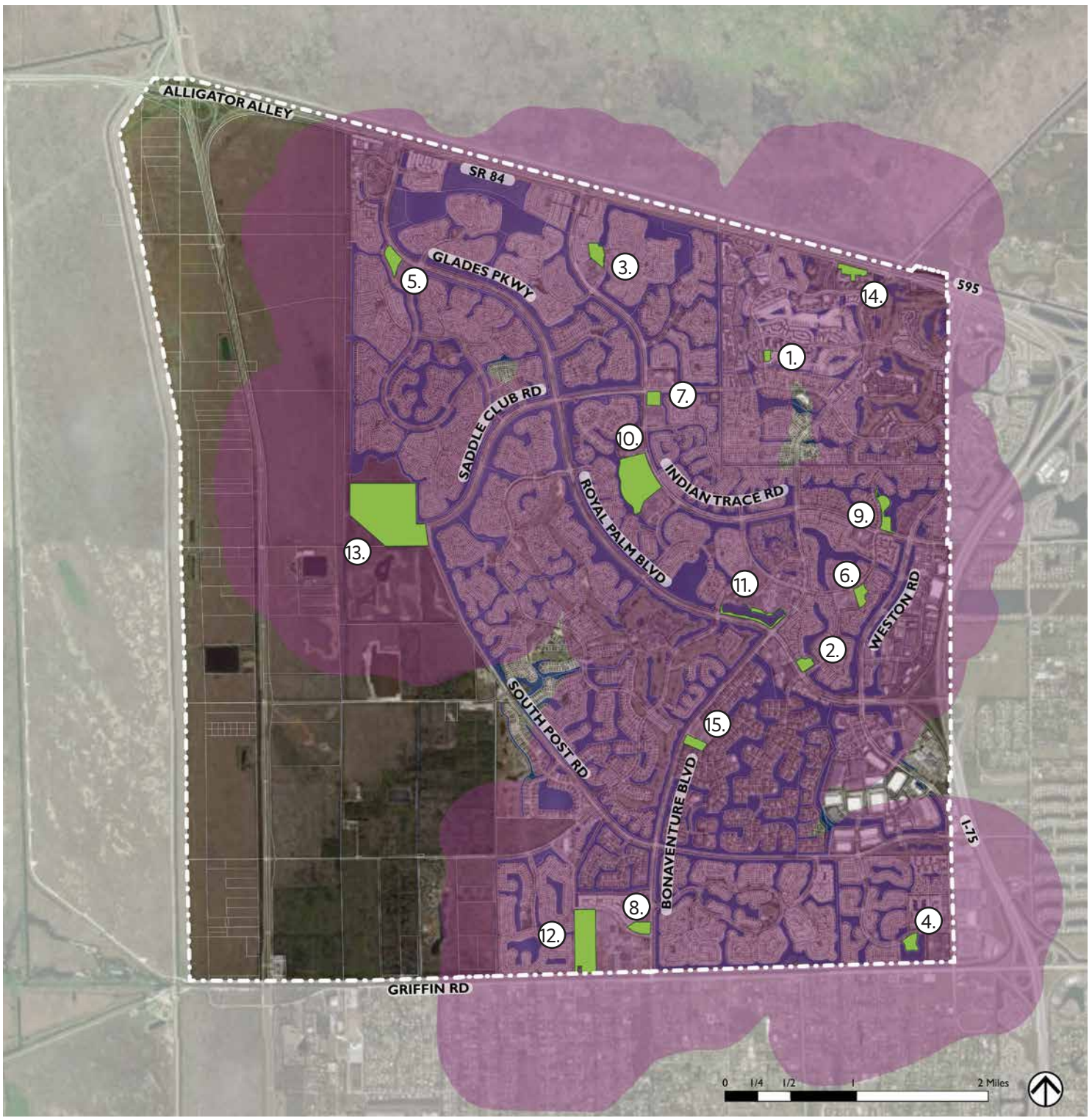
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

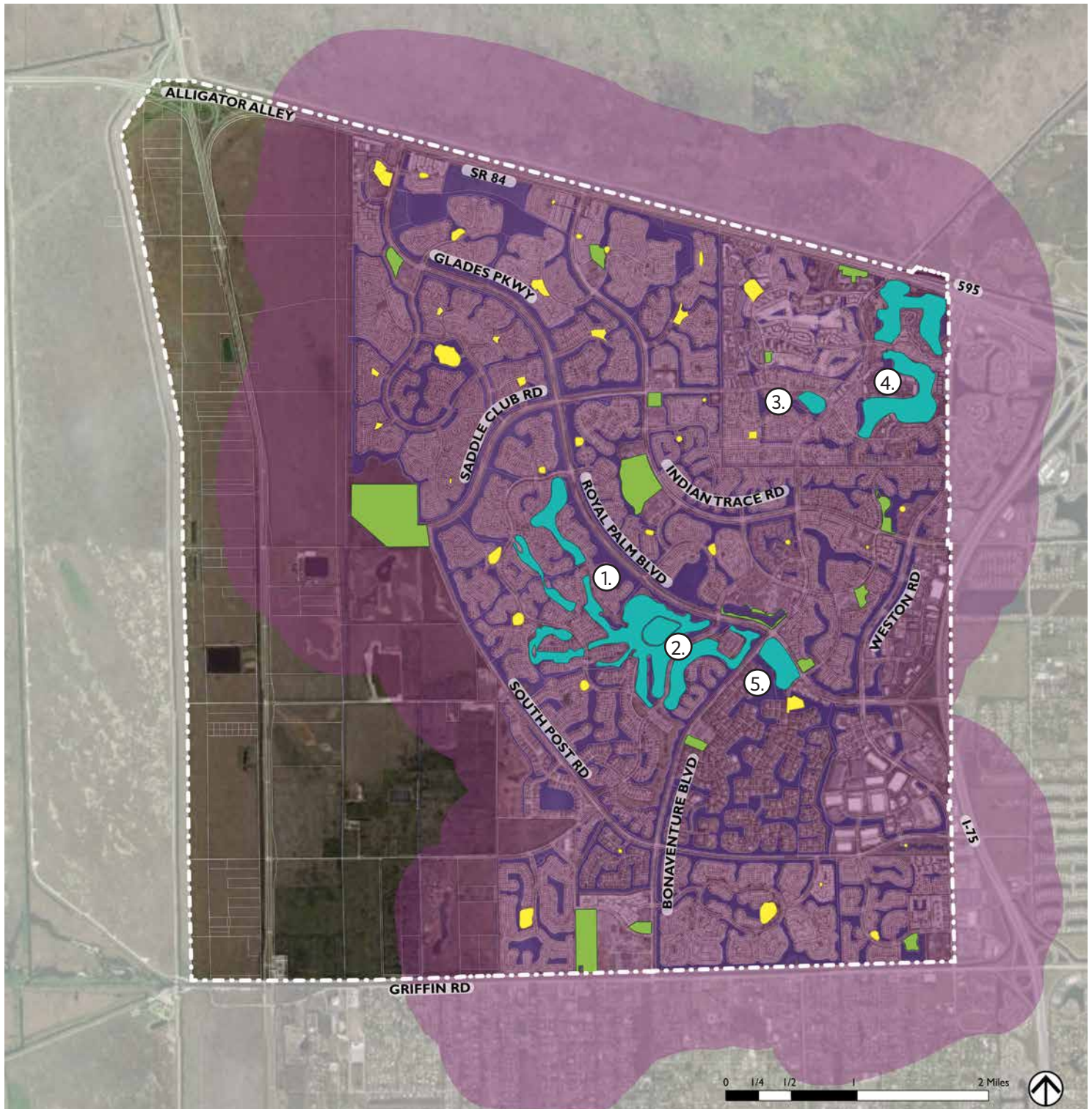
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 15px; background-color: #d9ead3; border: 1px solid black; margin-right: 5px;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 15px; background-color: #f4cccc; border: 1px solid black; margin-right: 5px;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

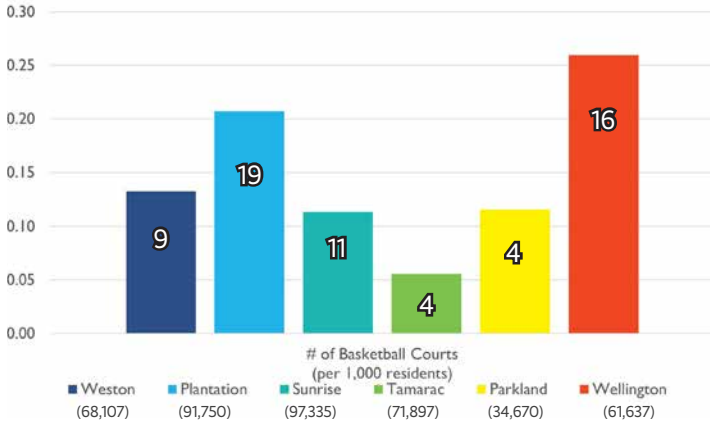
\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

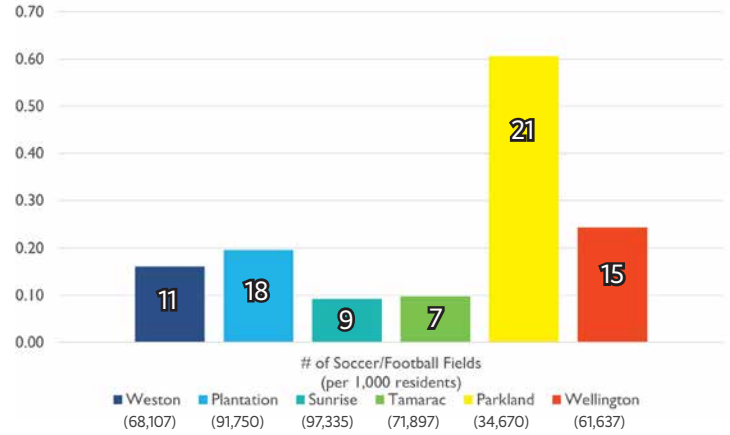
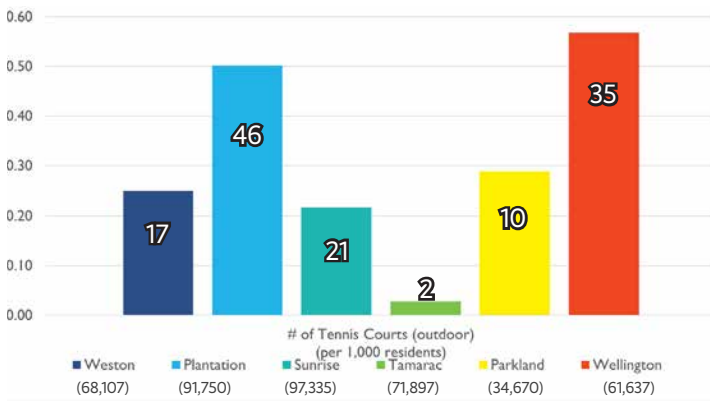


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

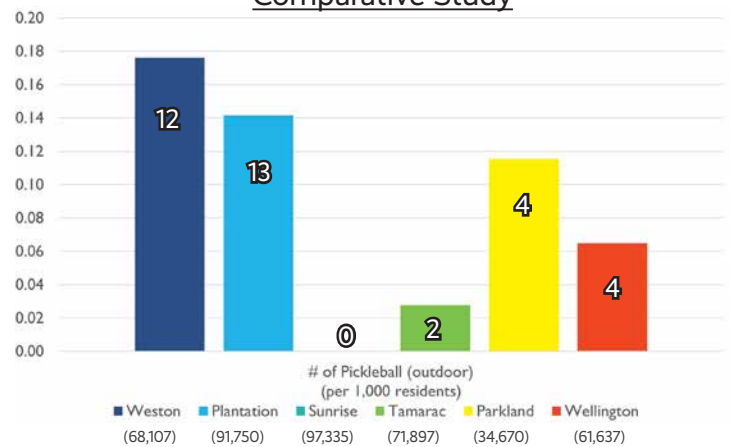
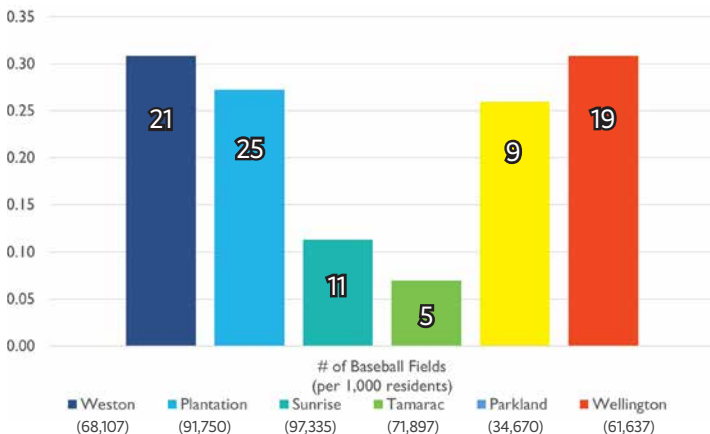


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

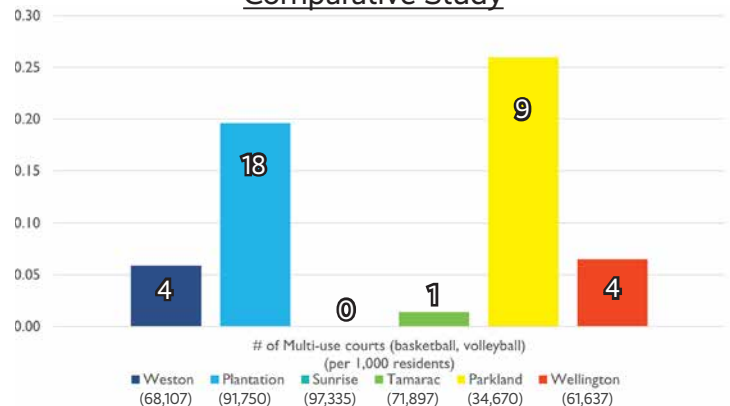


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

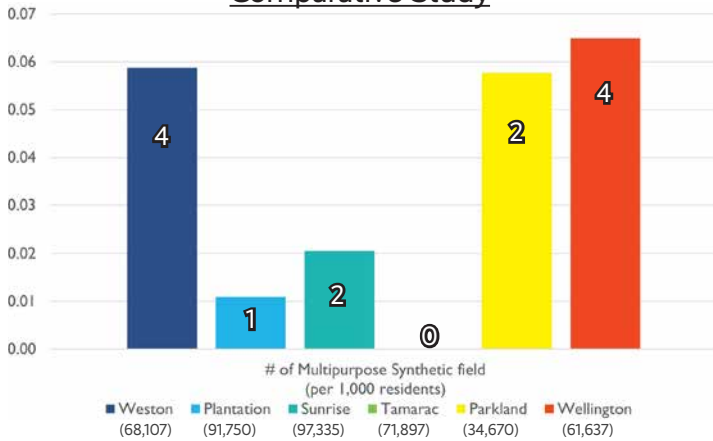


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

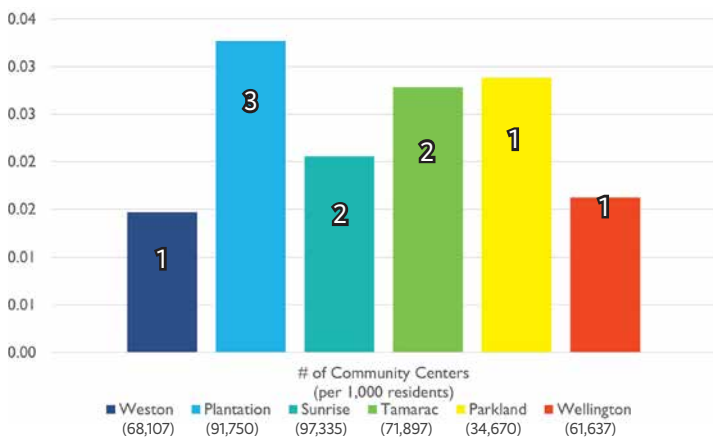


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

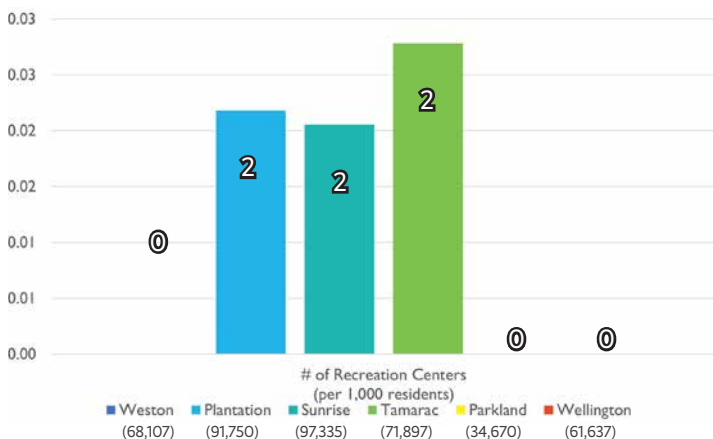


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and "districts", each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

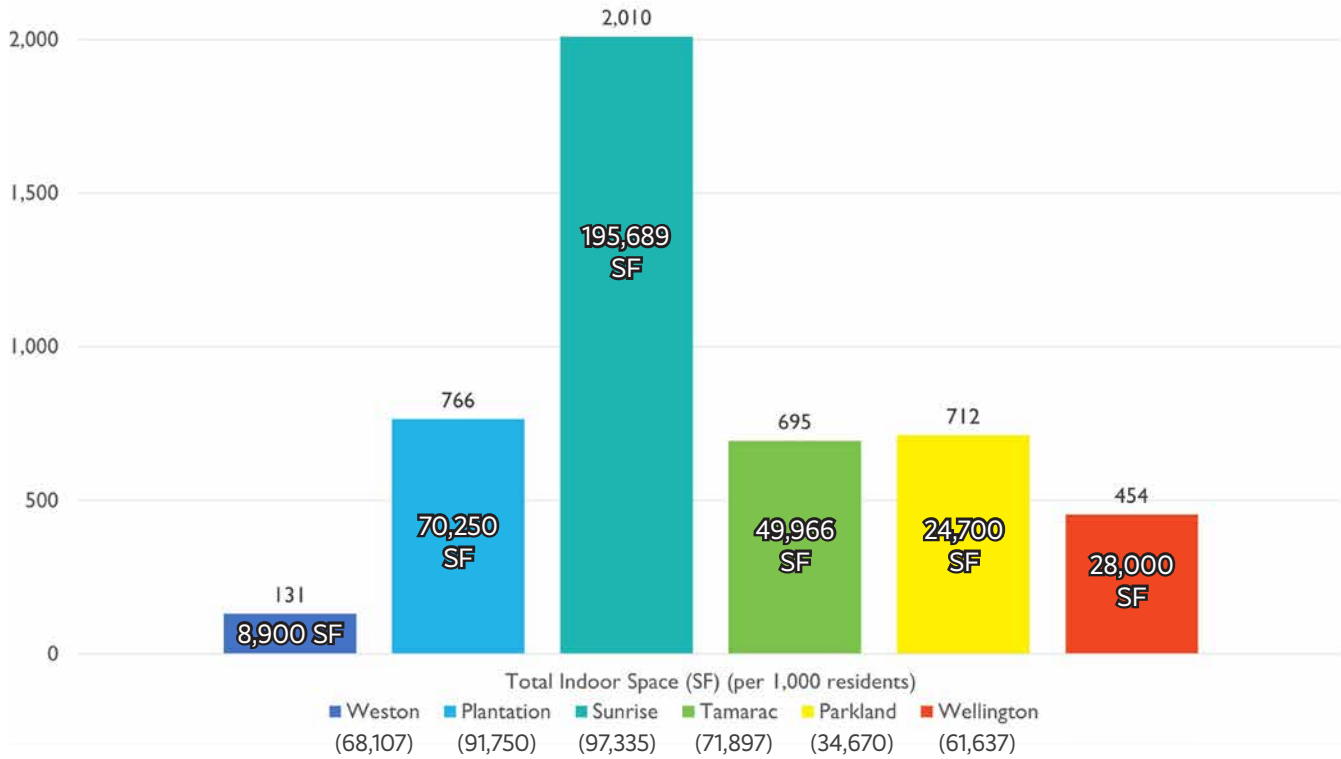


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

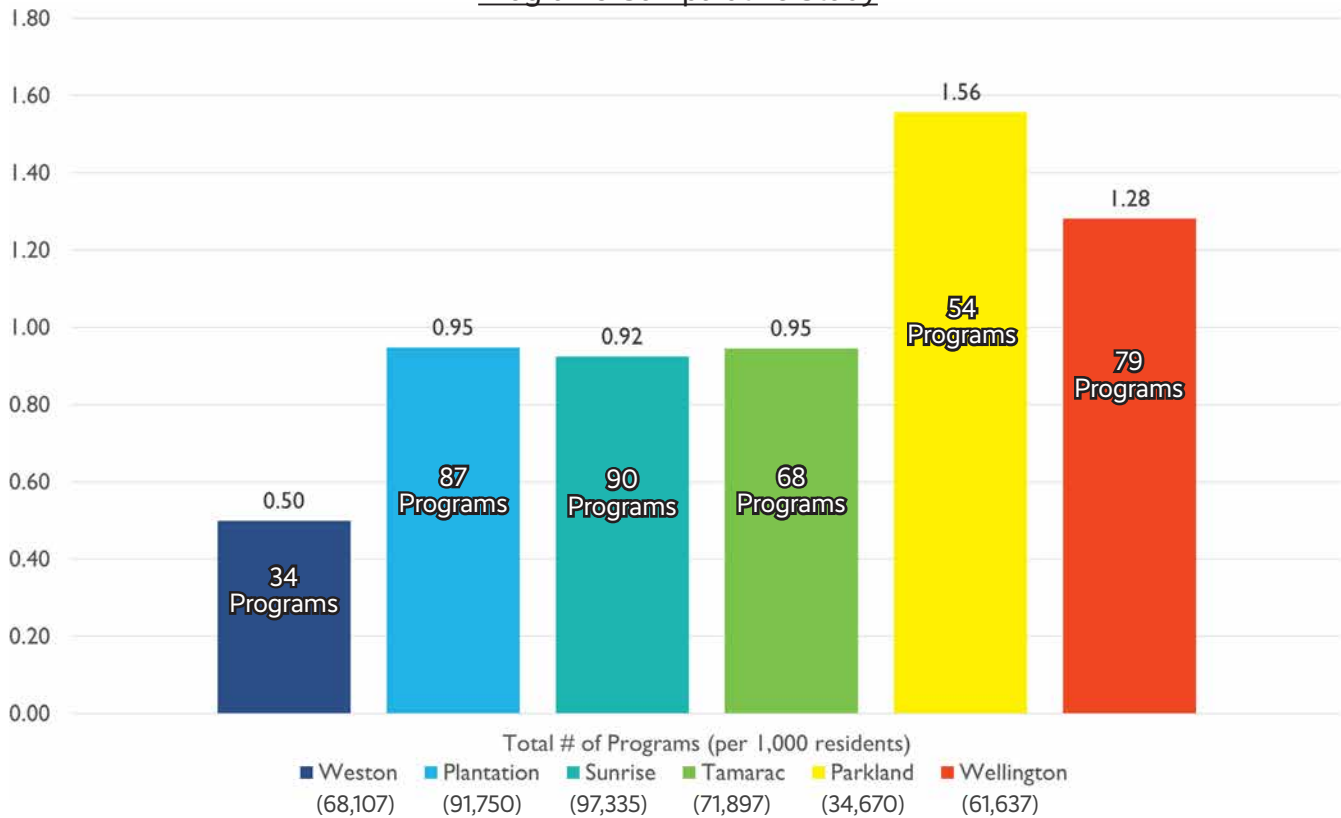


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

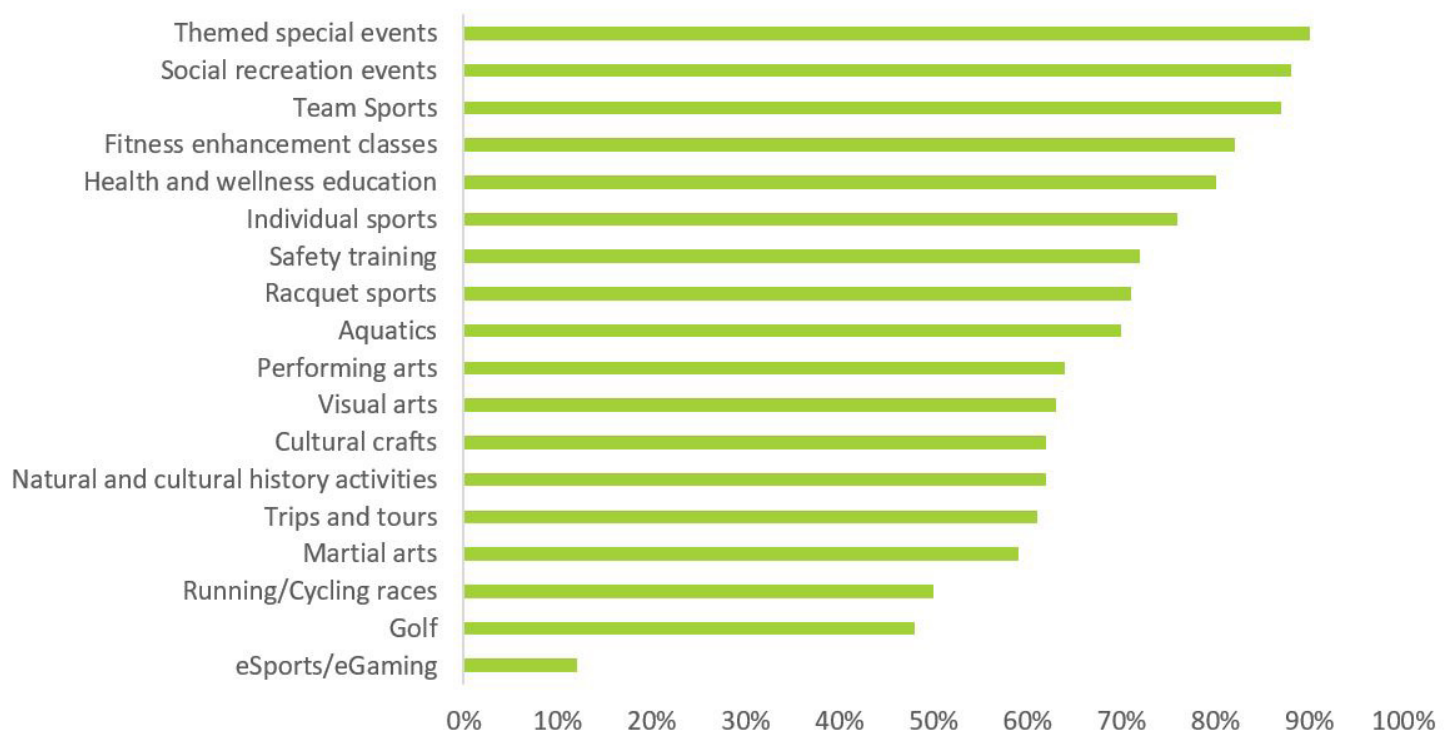


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?







The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

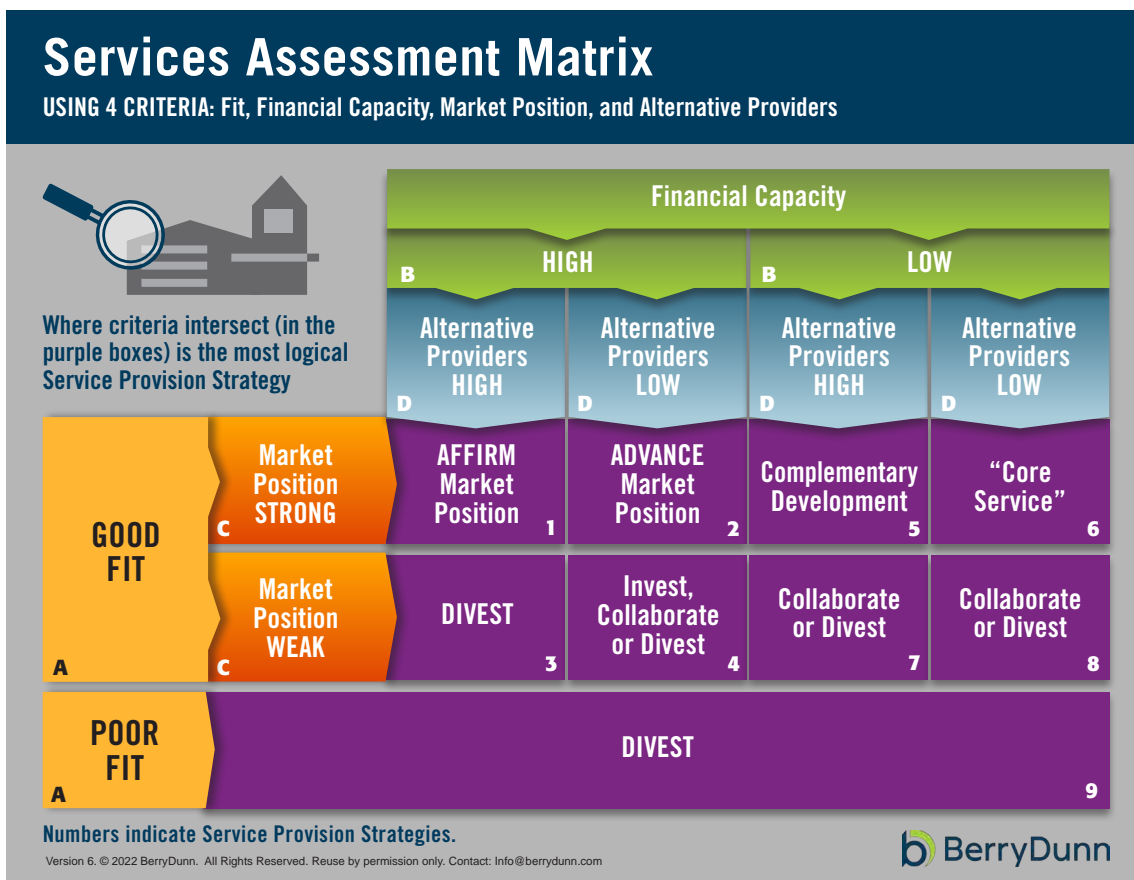


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

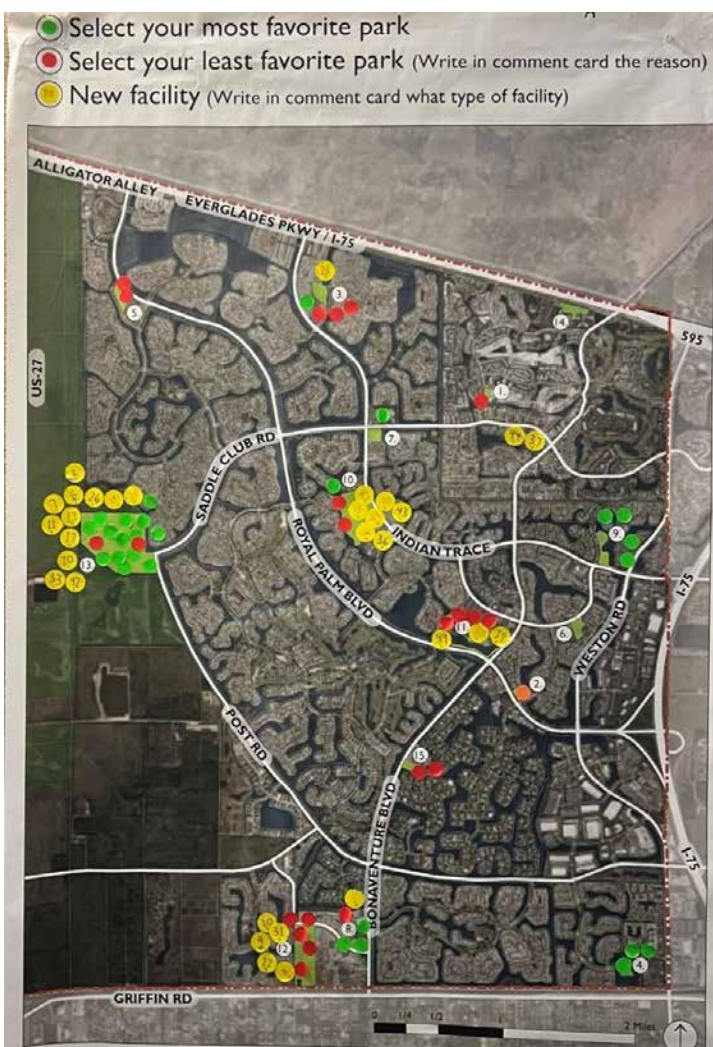


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

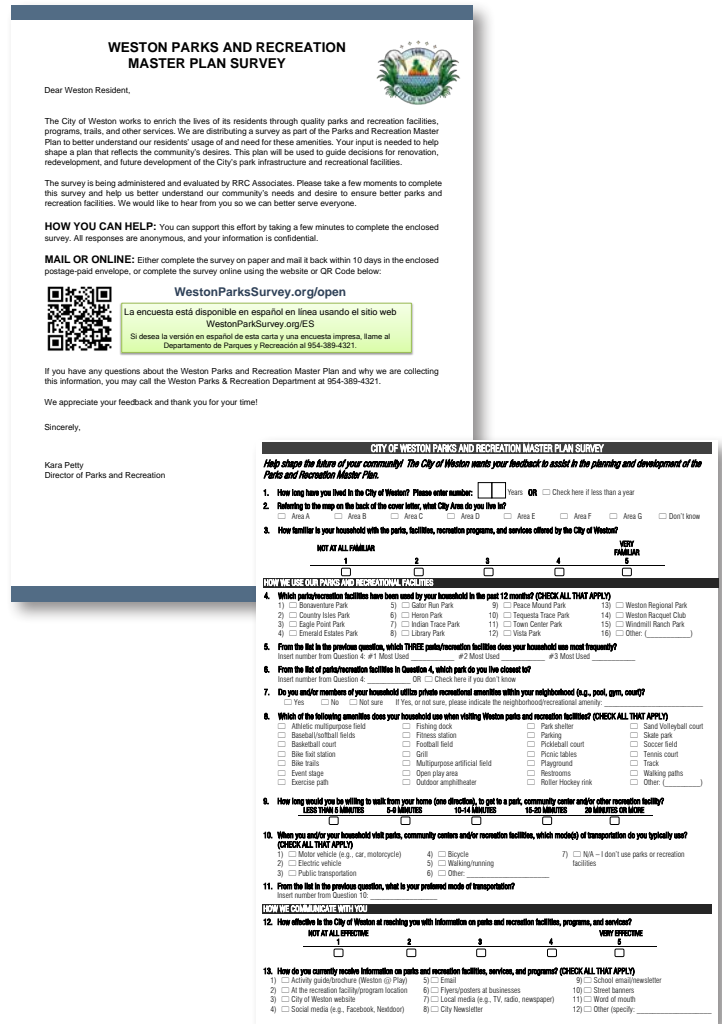


Figure 4.11: Survey Cover Letter and Survey Sample.

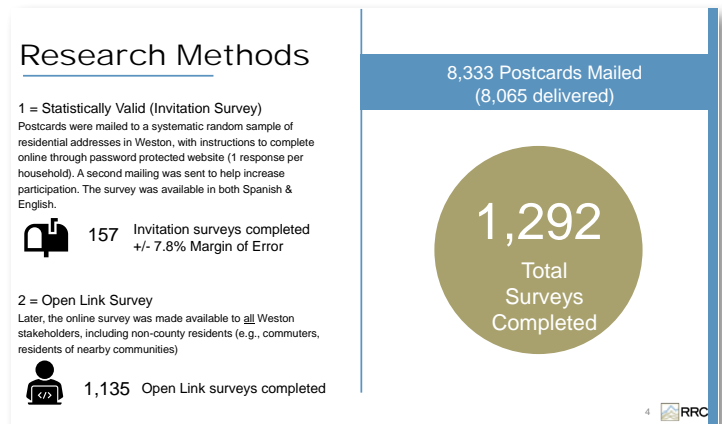
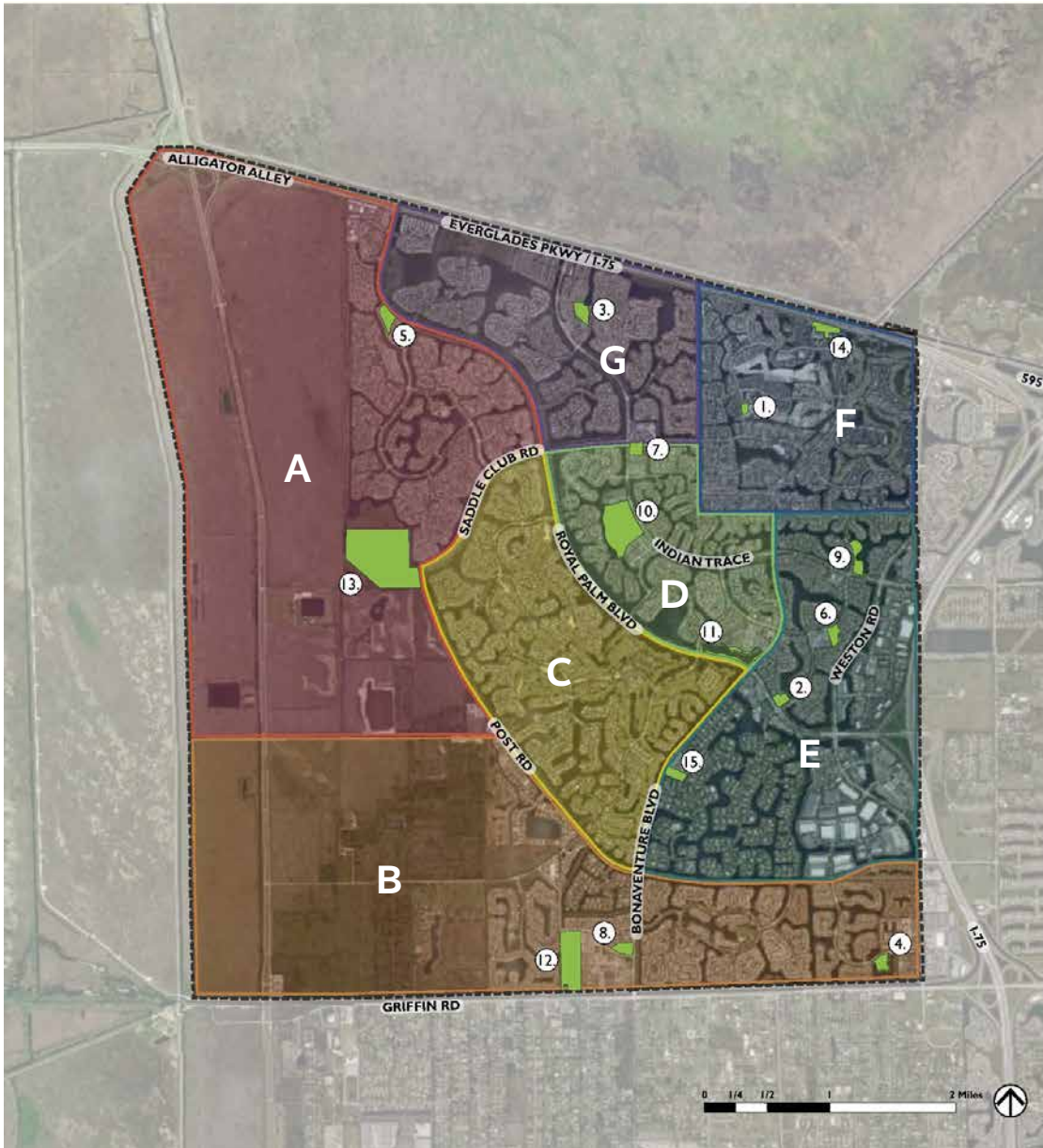


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP




**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 10px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #e31a1c; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #80cbc4; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #64b5f6; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #fff9c4; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 10px; background-color: #9575cd; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

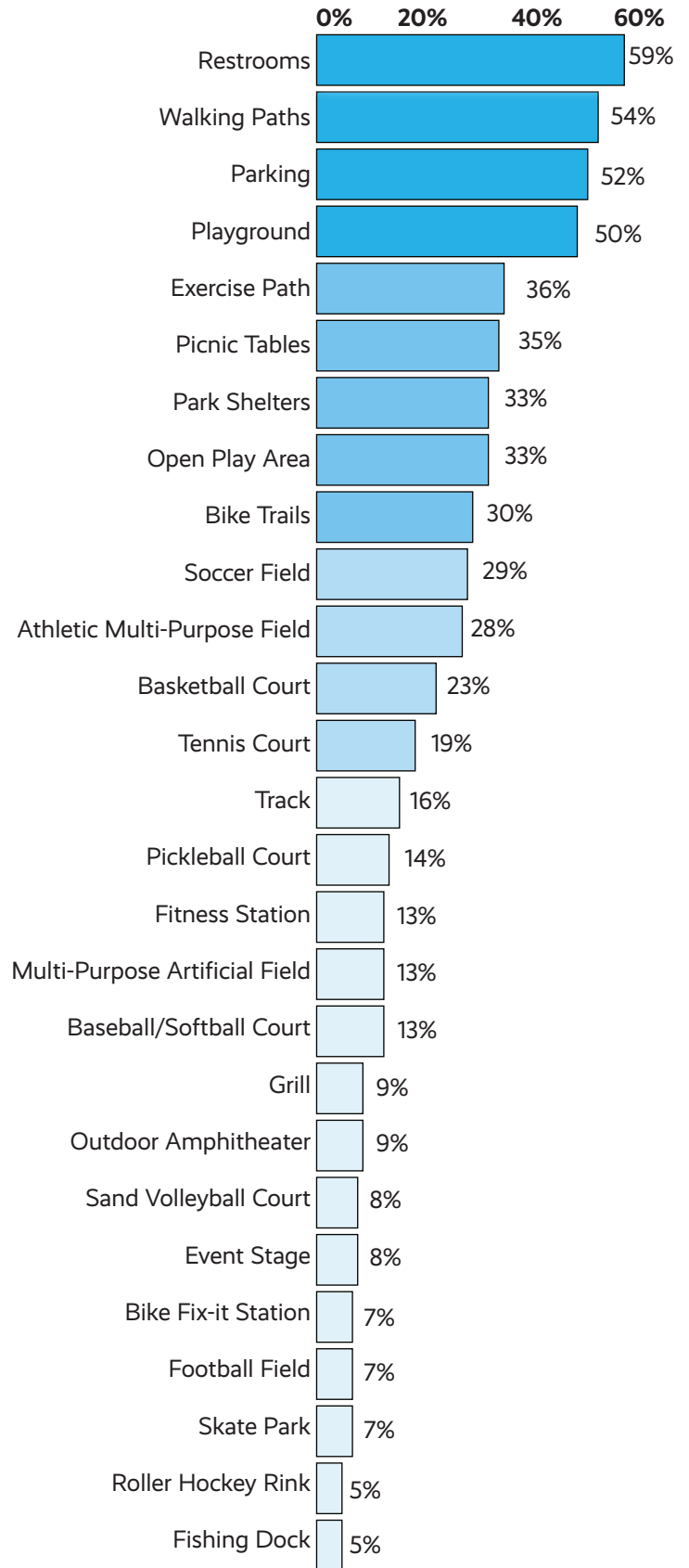


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

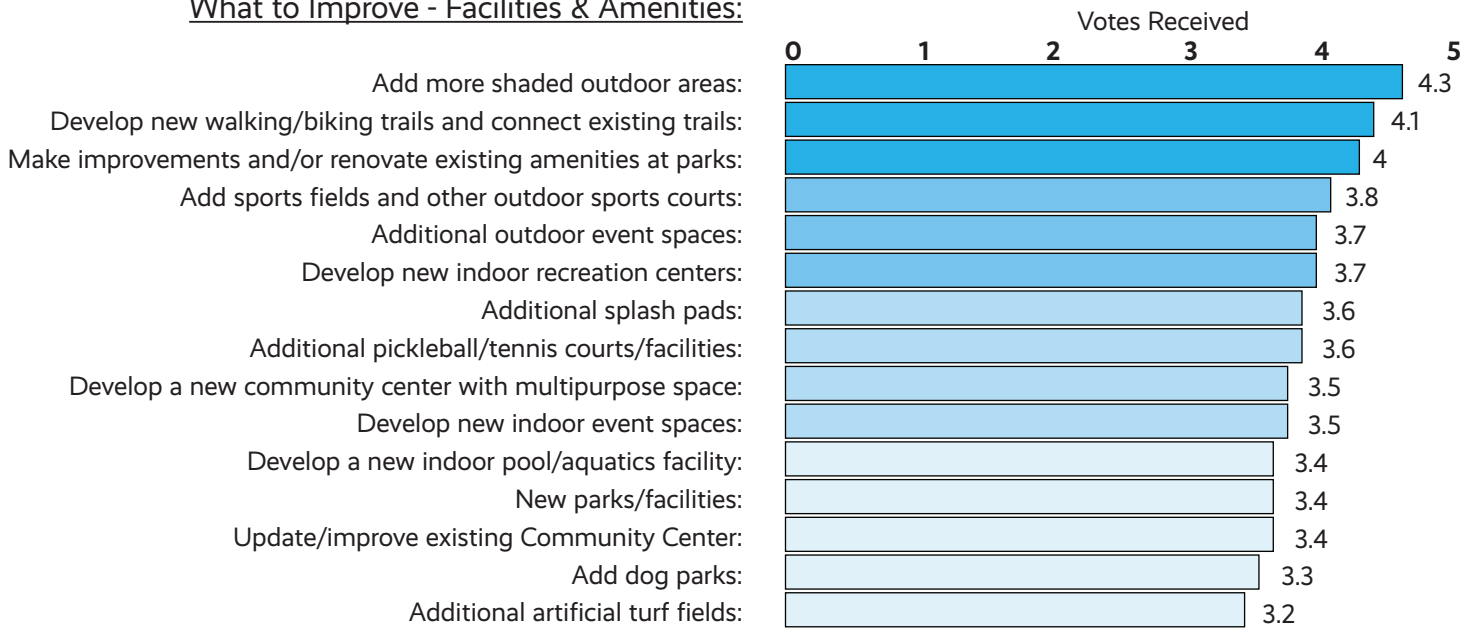


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

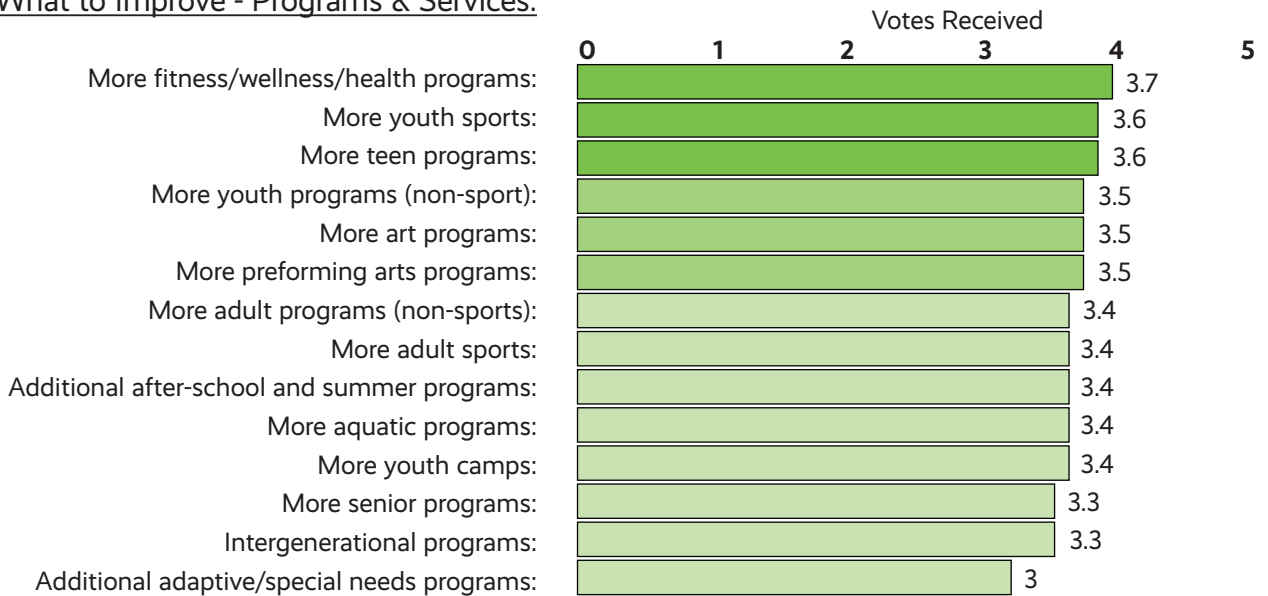


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

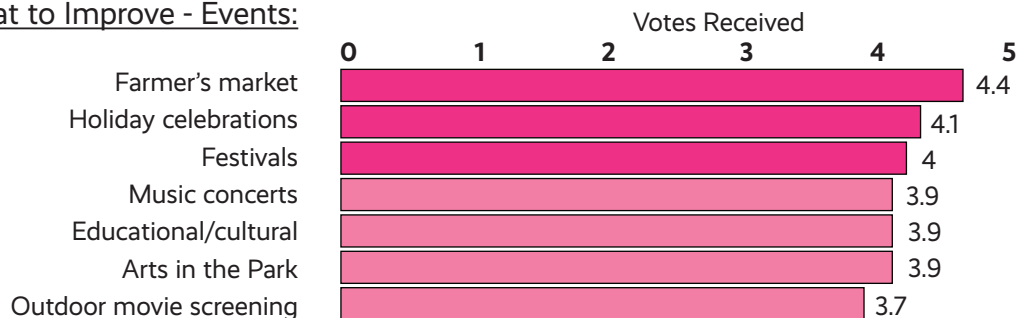


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

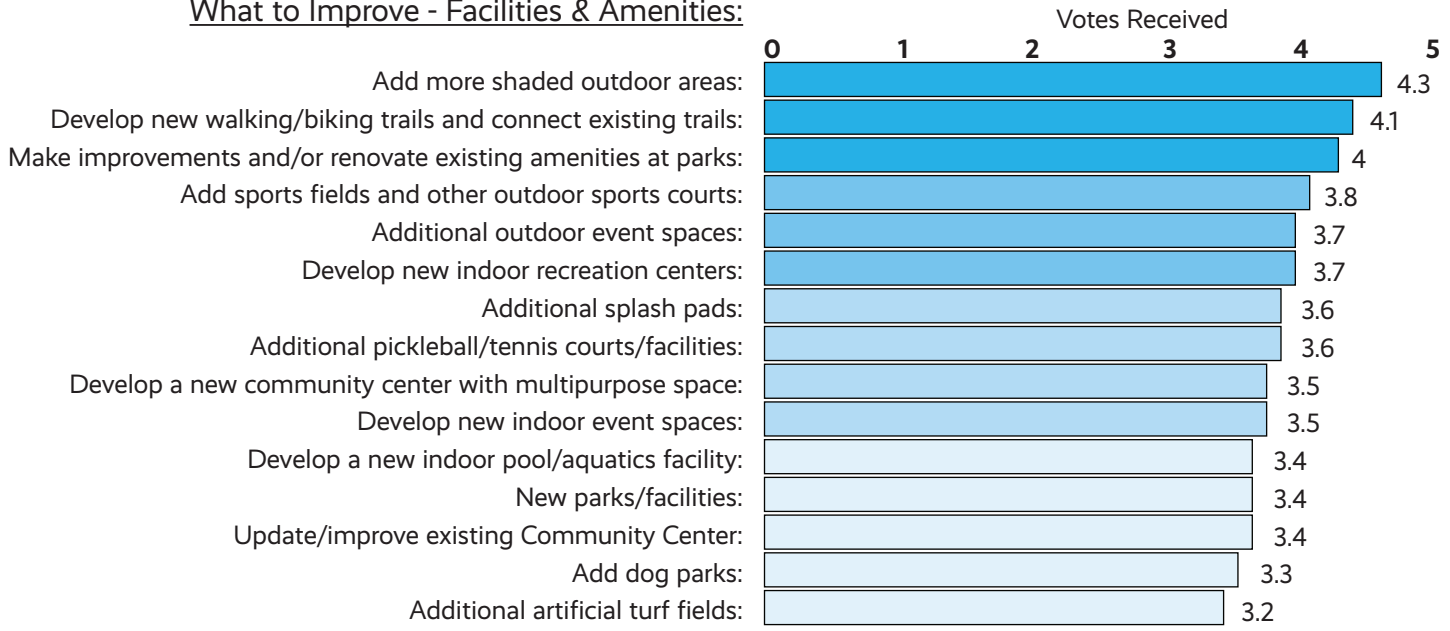


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

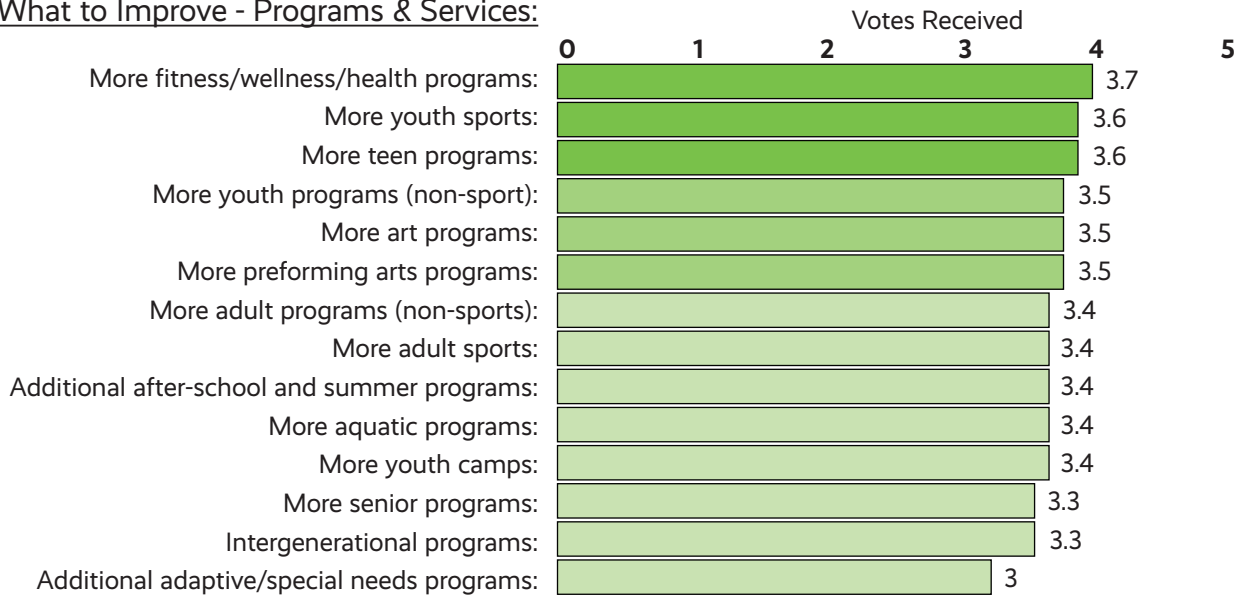


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

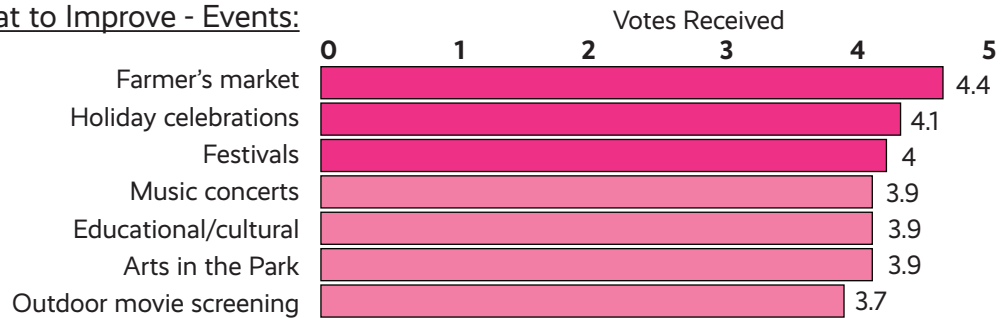


Figure 4.20: What to Improve - Events Graph.





### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.

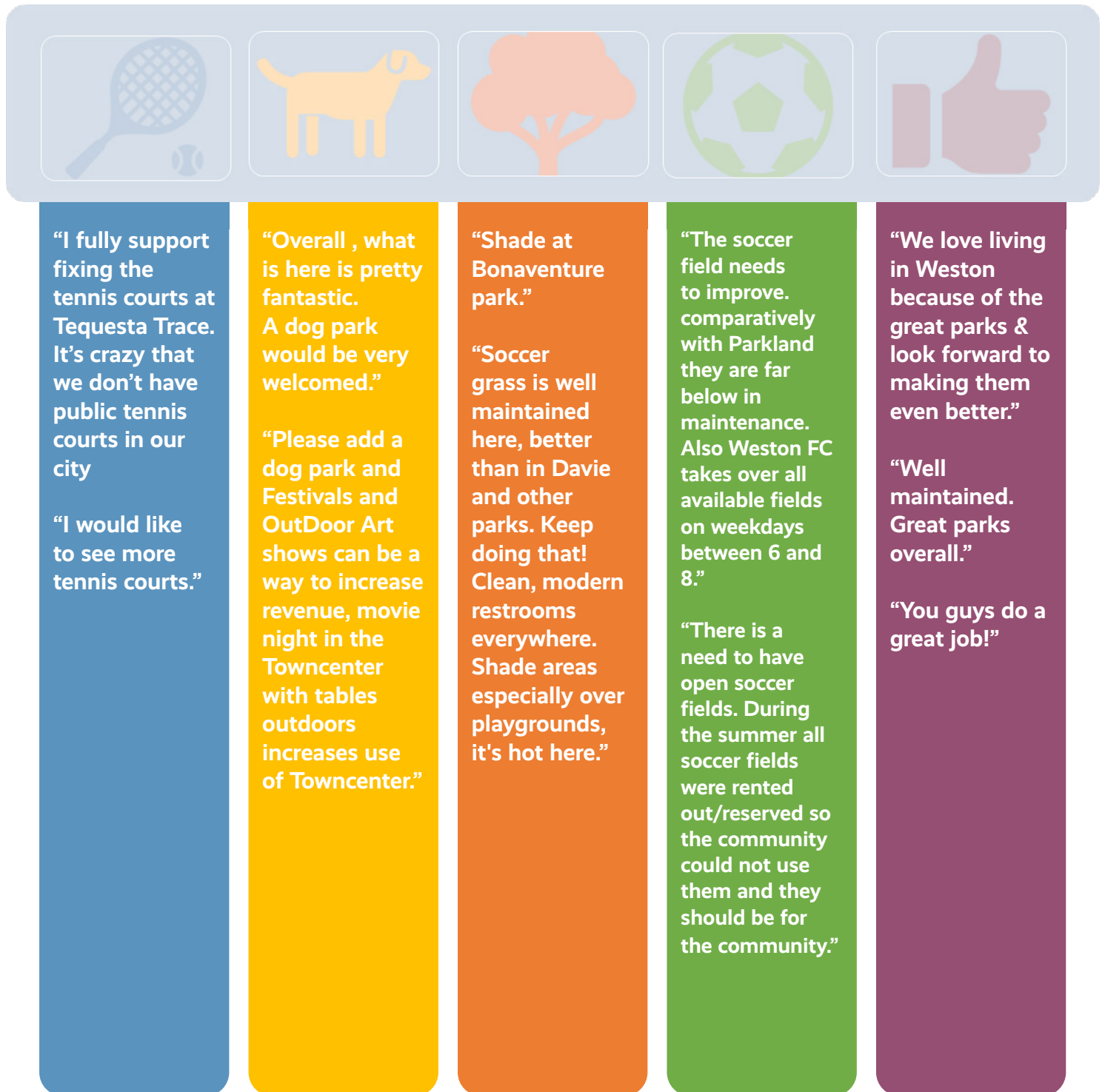


Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



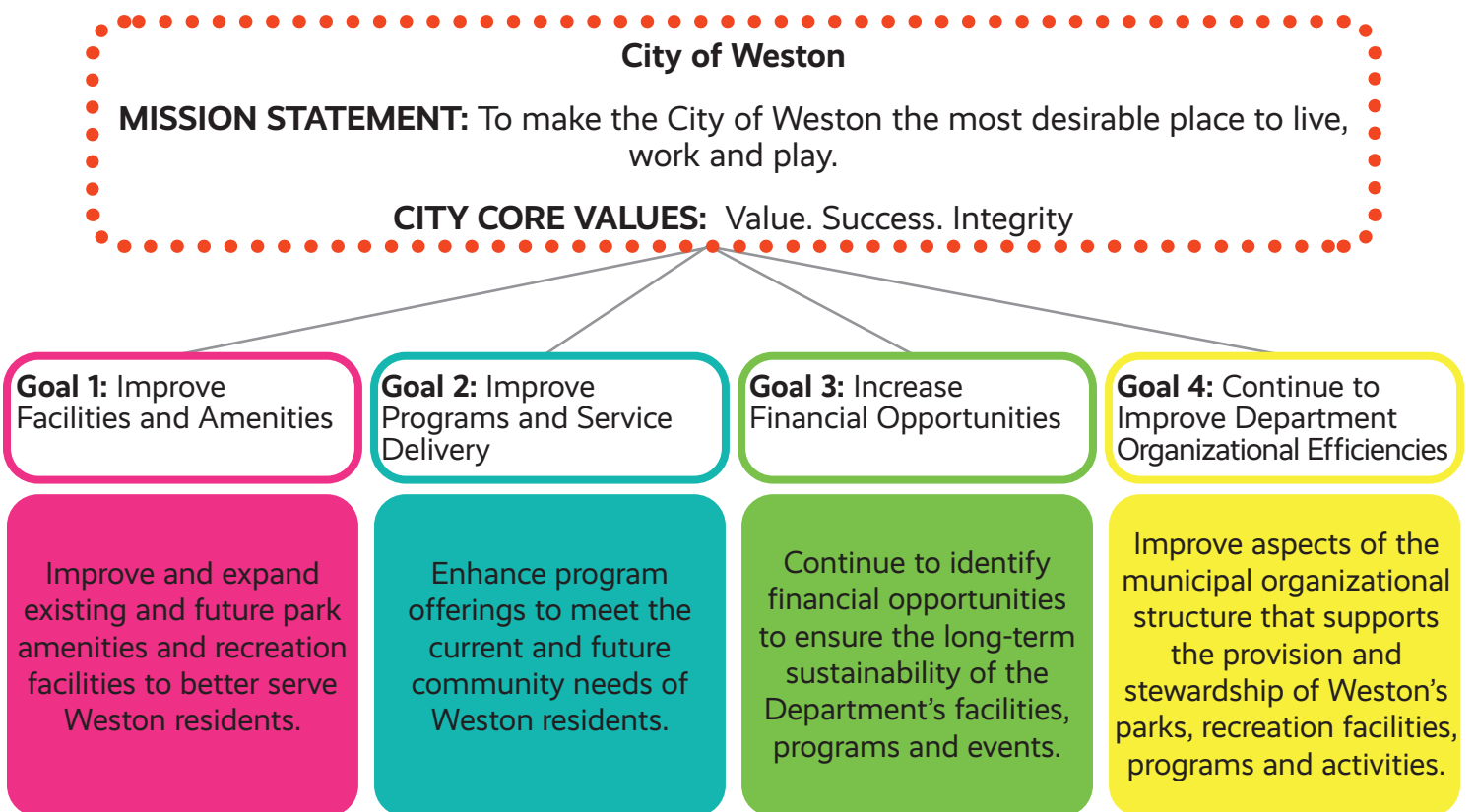
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

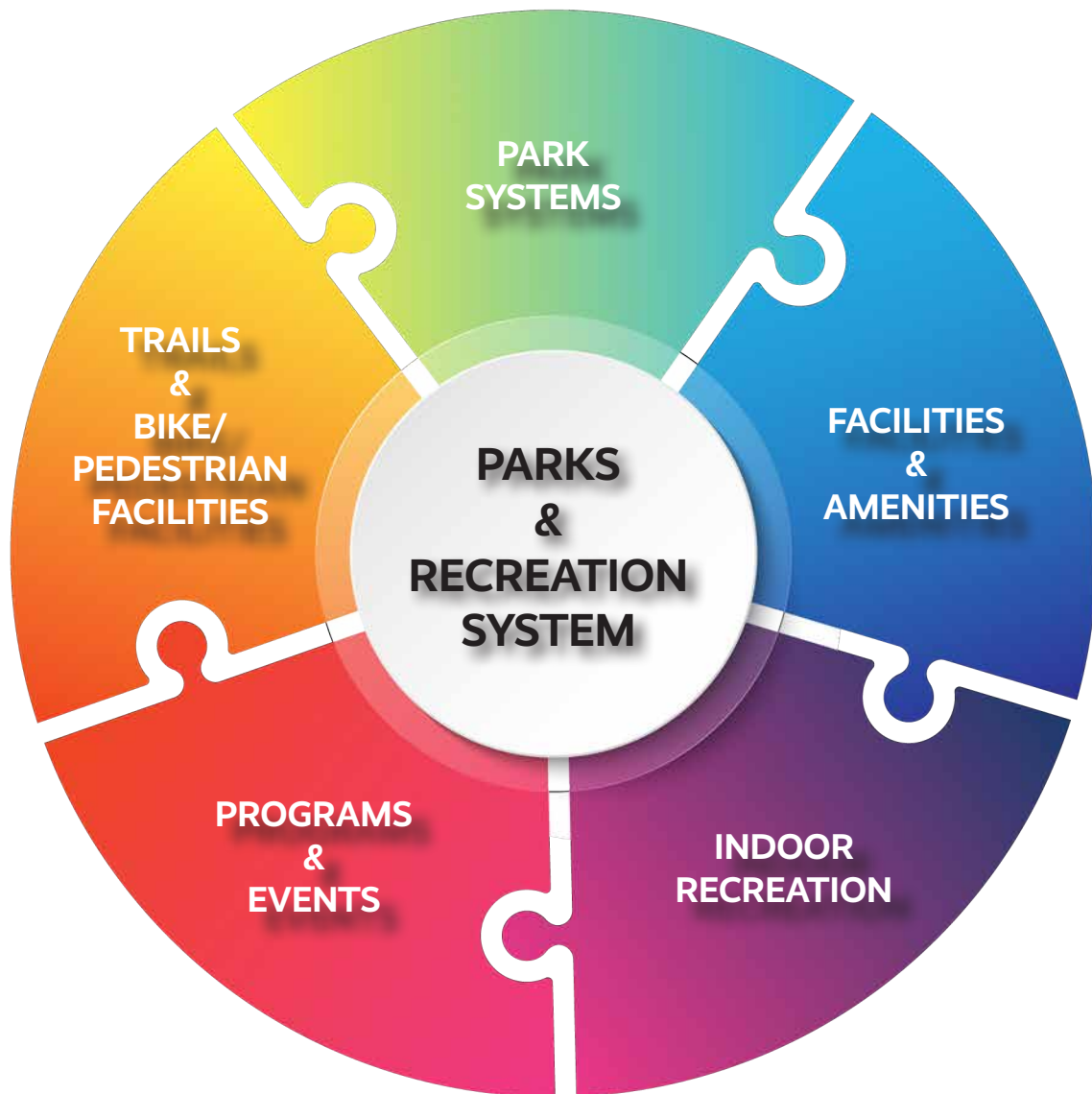


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





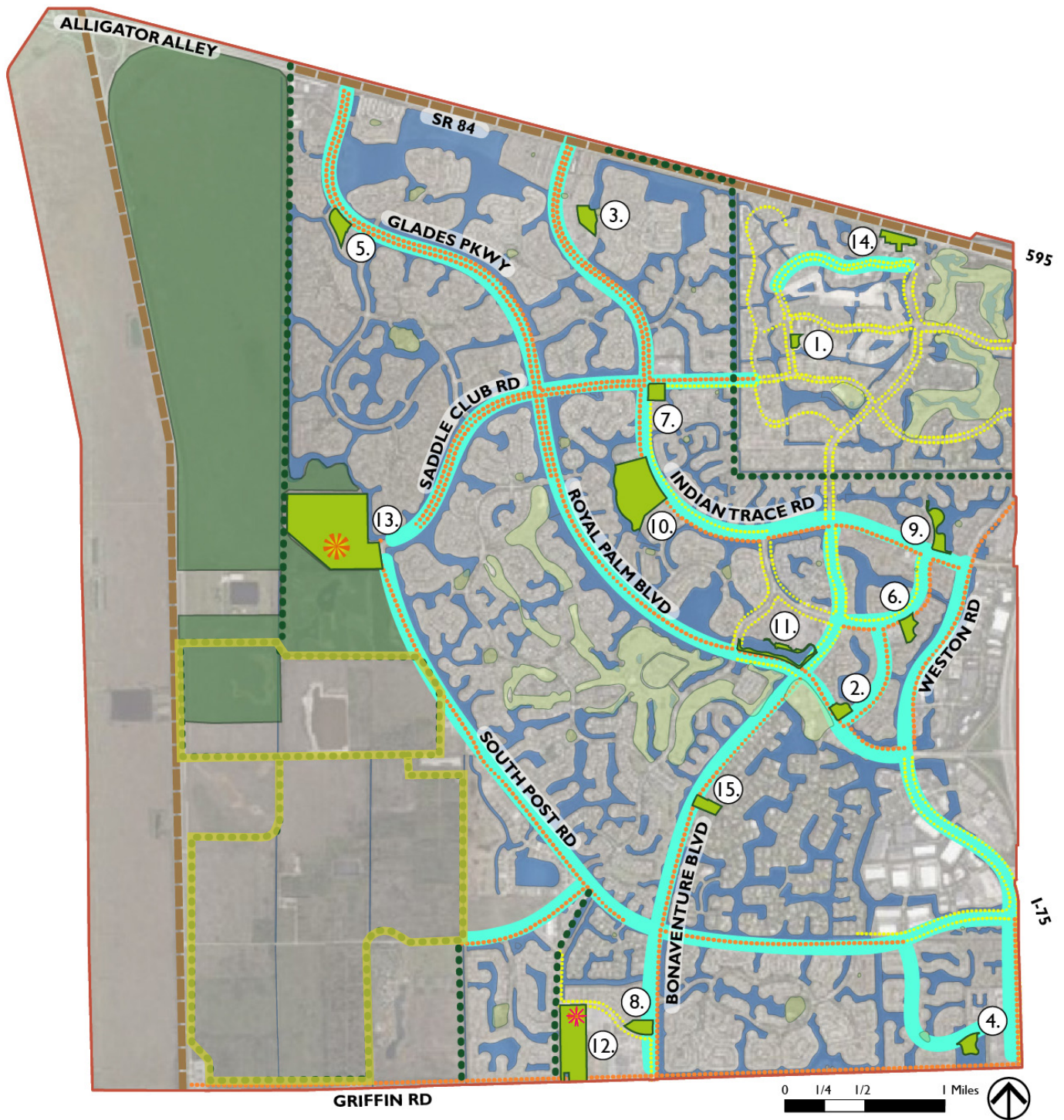


 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





## 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educated the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.



### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey







## Appendix A. Parks Improvement Scenarios





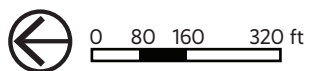
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

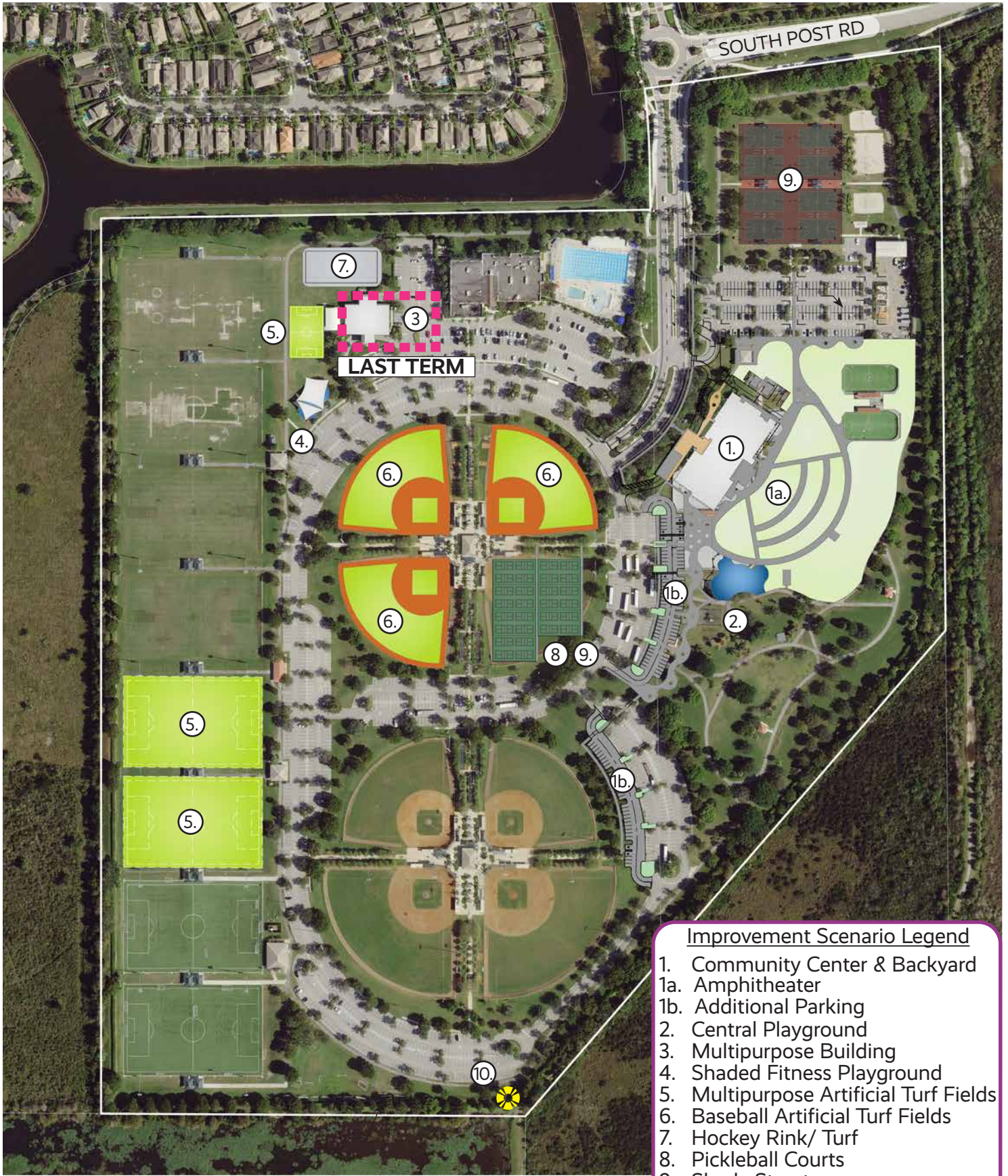
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.







# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

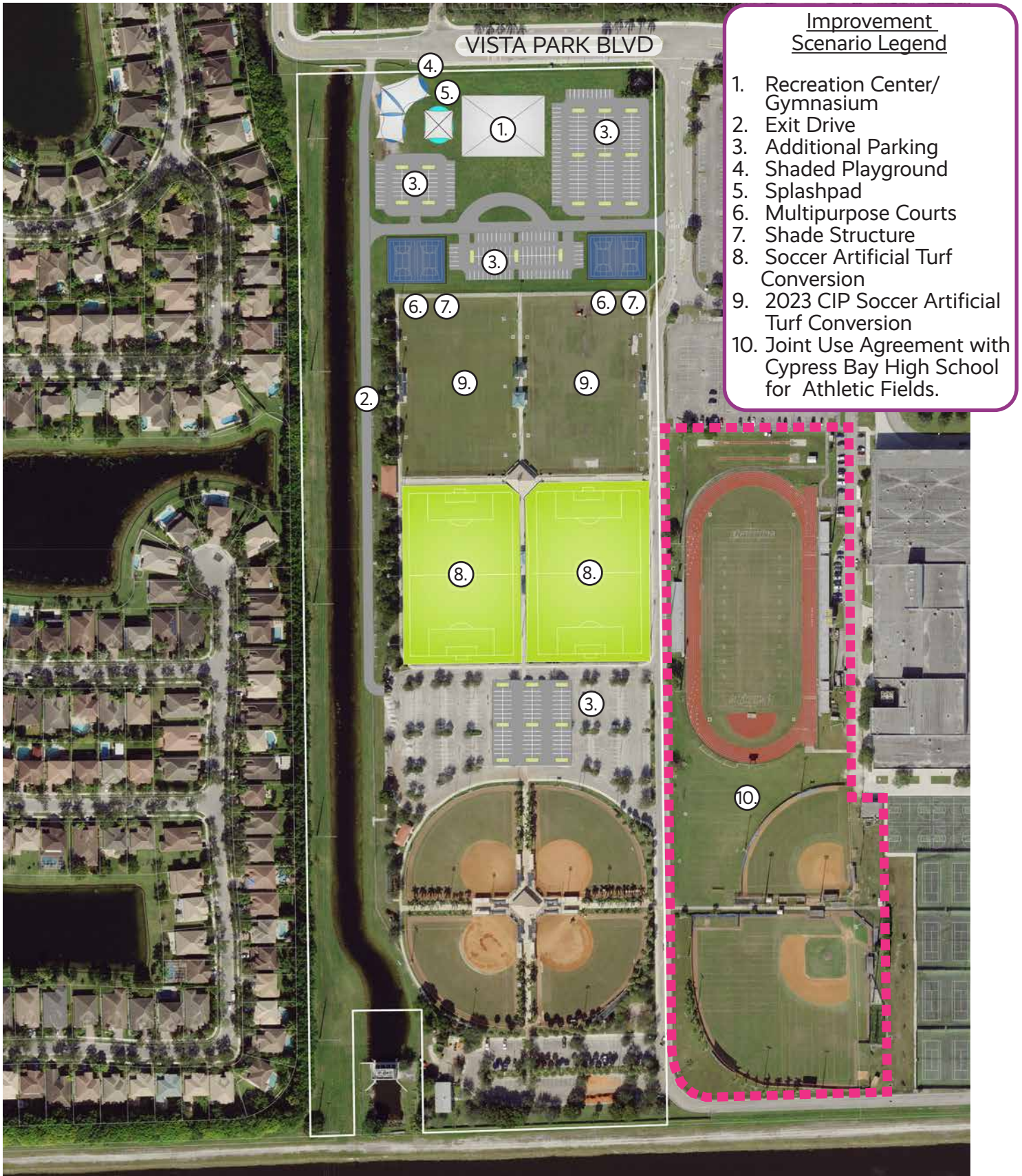
Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.

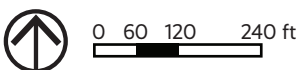


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total:</b>				<b>\$29,400,000</b>
<b>*Grand Total:</b>				<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total:</b>				<b>\$13,354,500</b>
<b>*Grand Total:</b>				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





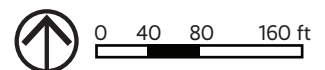


### Eagle Point Park Improvement Scenario



Improvement Scenario Legend

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.



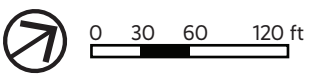




# Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



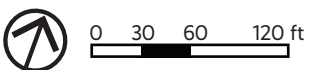


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.

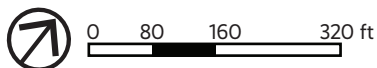




## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

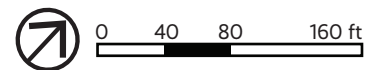
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

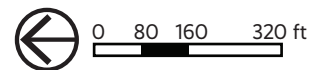
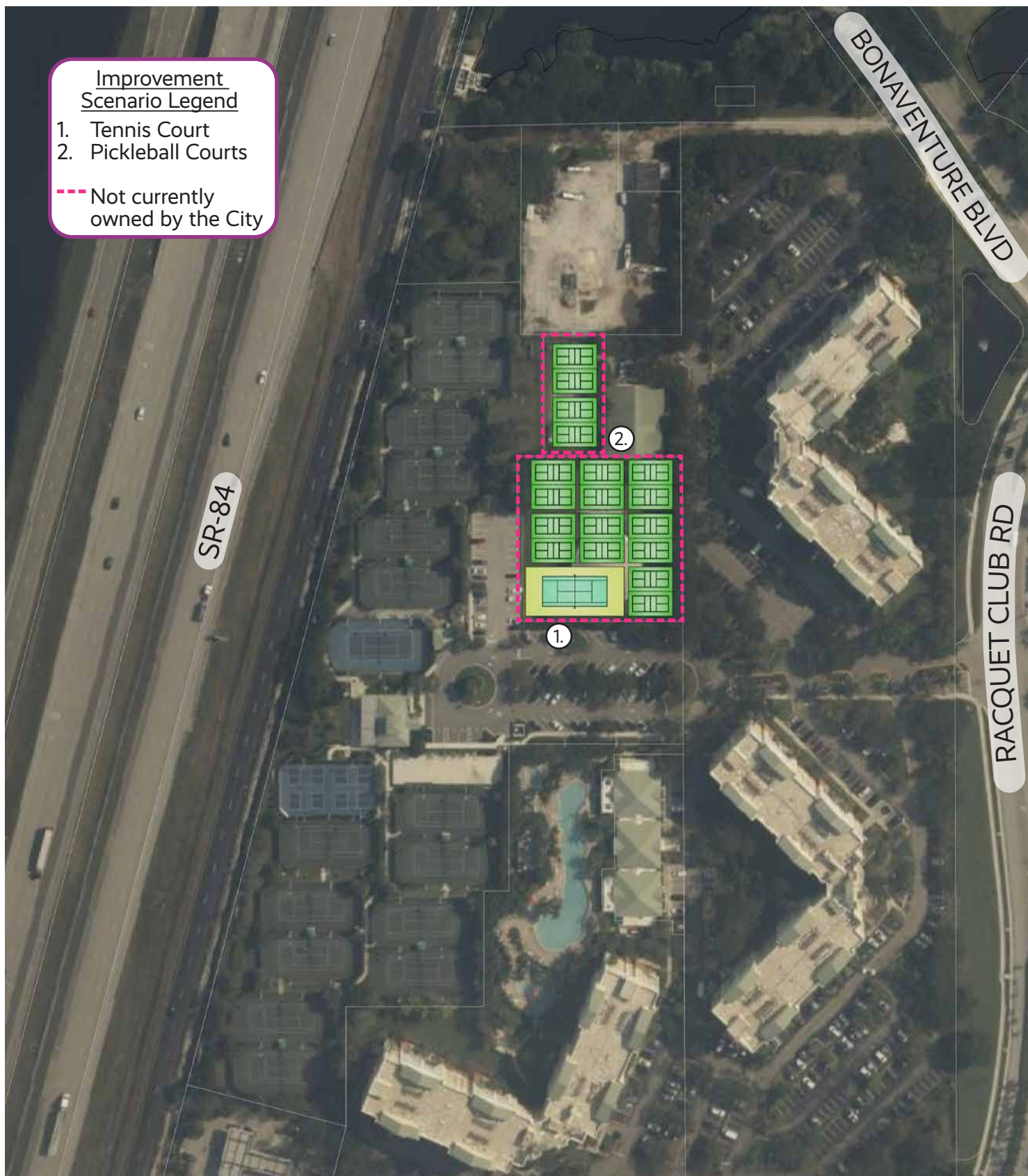
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must







be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general







contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of



the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00







Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



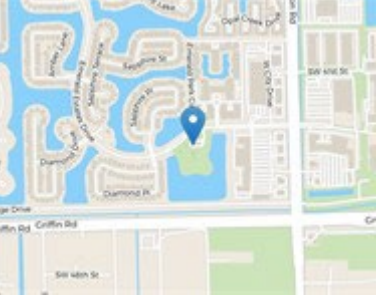

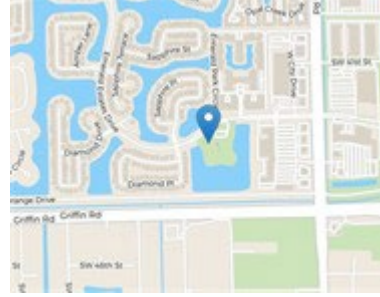

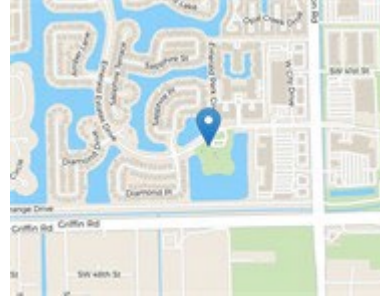



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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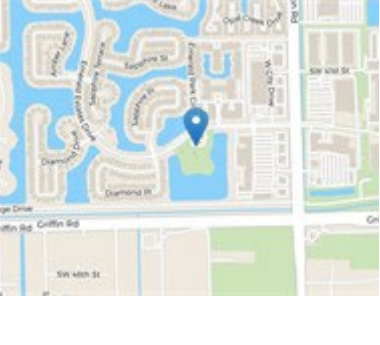

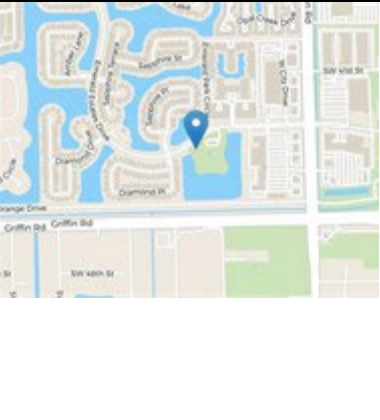

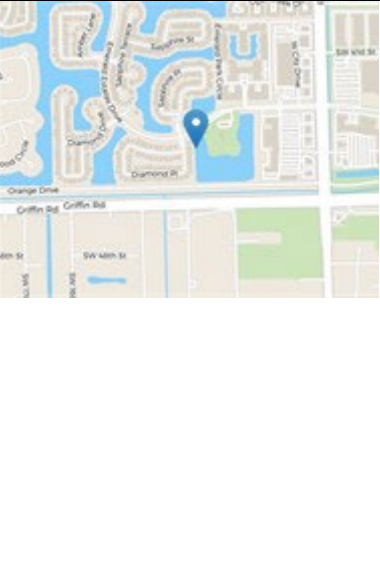

# ADA FIELD EVALUATION

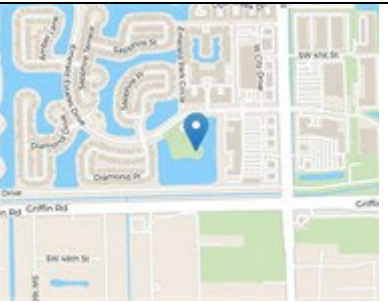

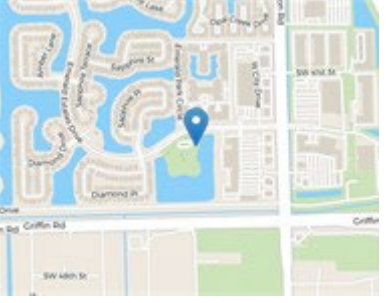

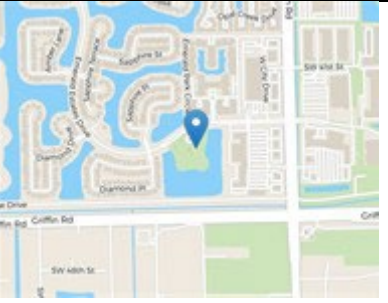

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			



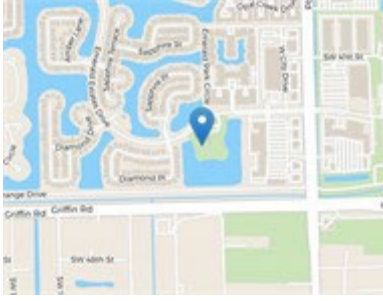

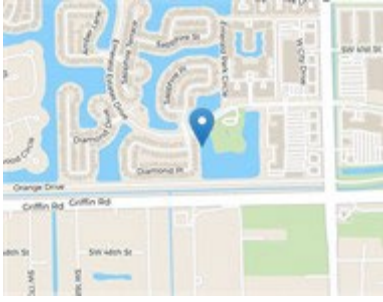

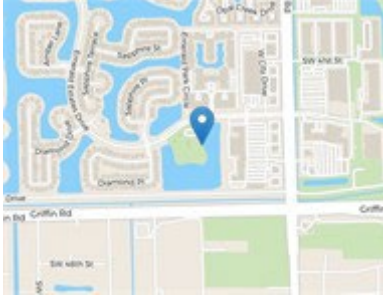

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

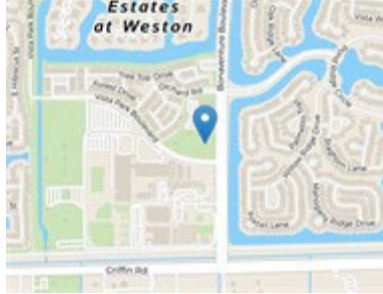







<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




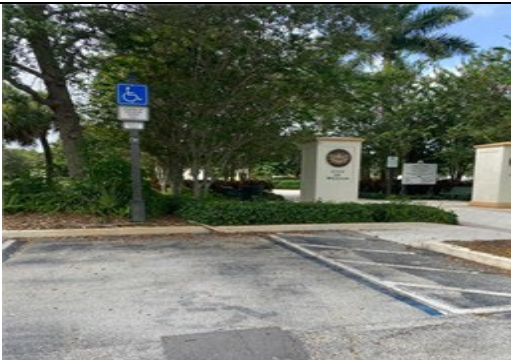

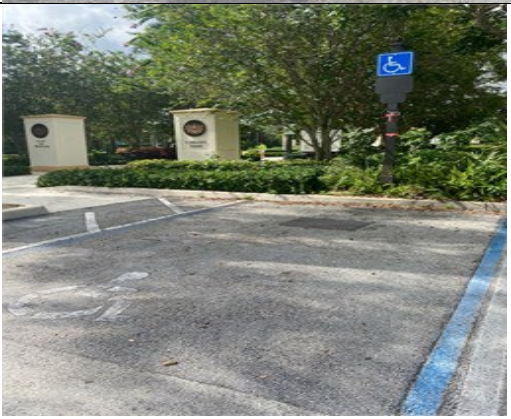
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	








<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

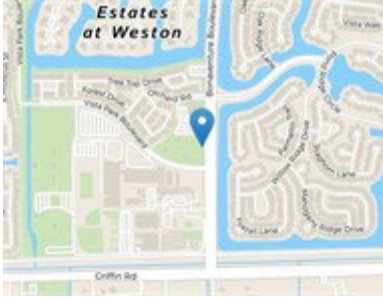





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

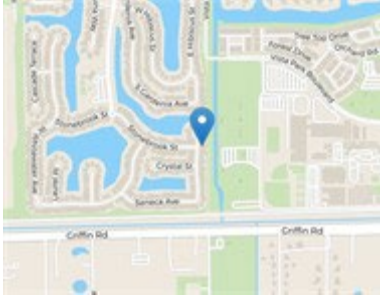

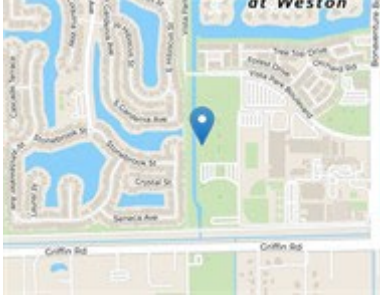

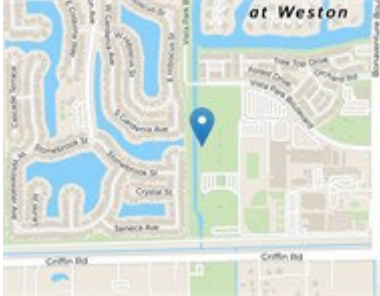



<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

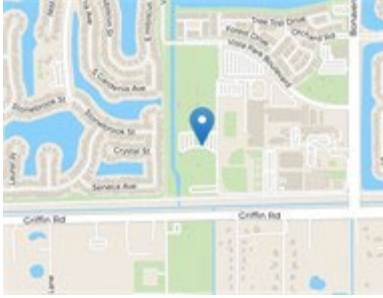

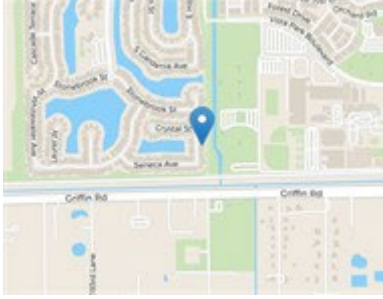


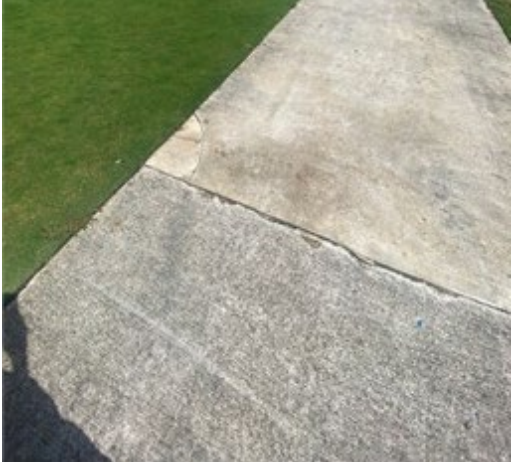
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



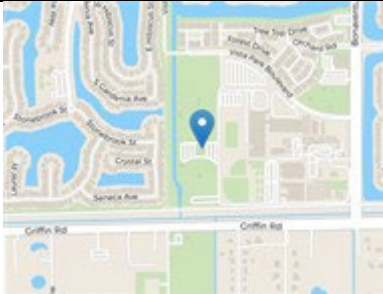

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





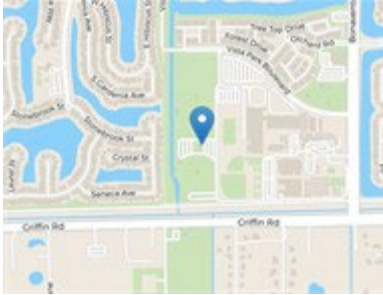

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





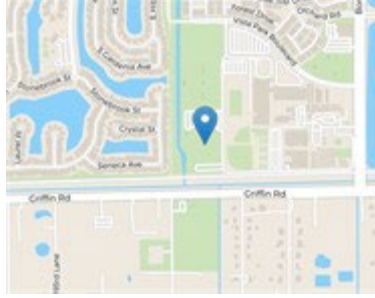





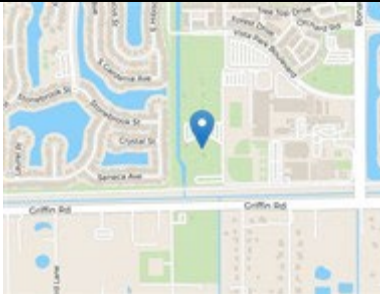


<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	

<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	







<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



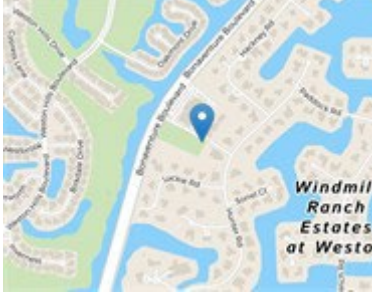

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

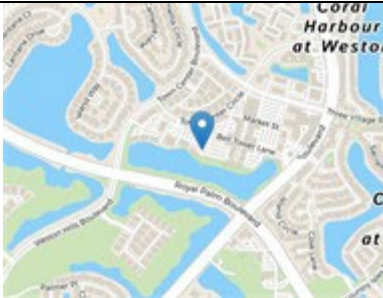

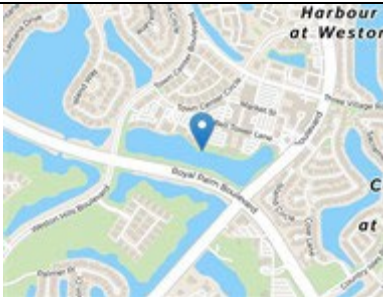



<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


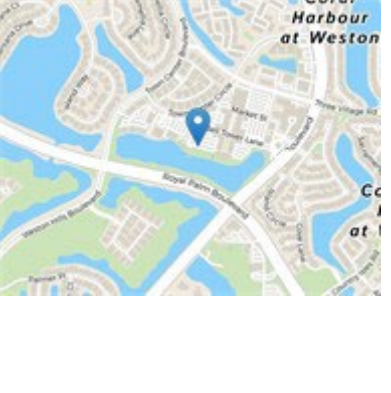

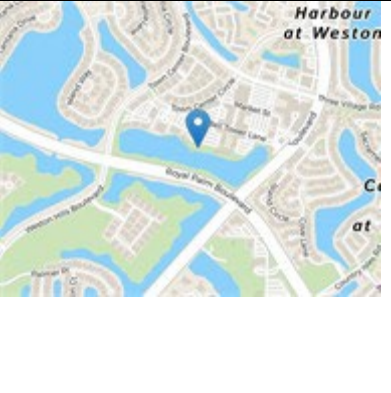

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

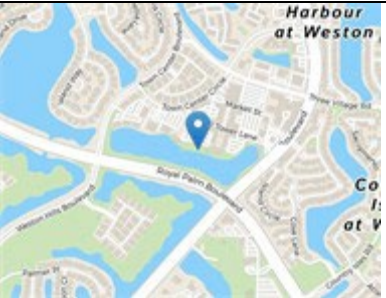

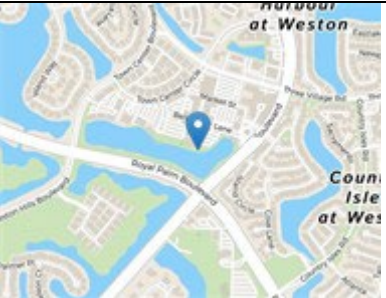

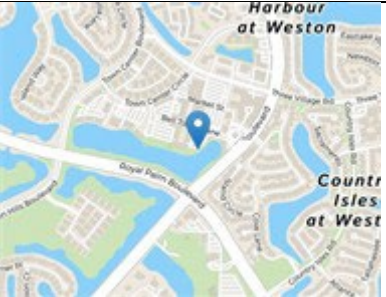



<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

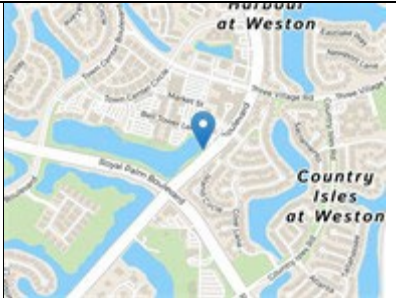



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

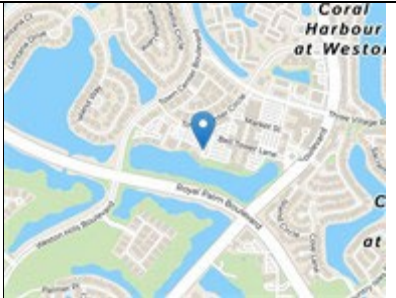

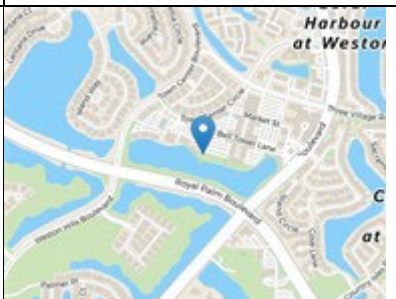



<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



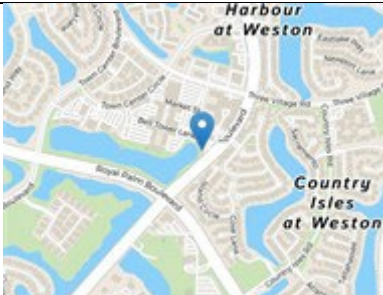



<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


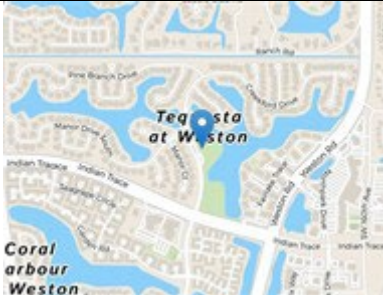




<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			







<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



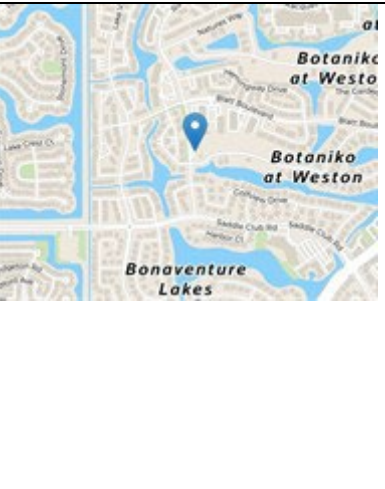



8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



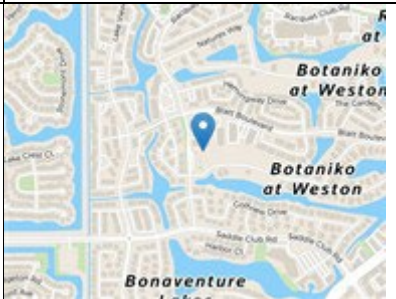



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


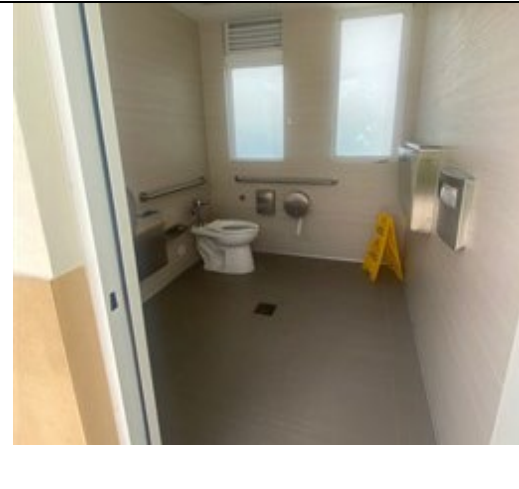






<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

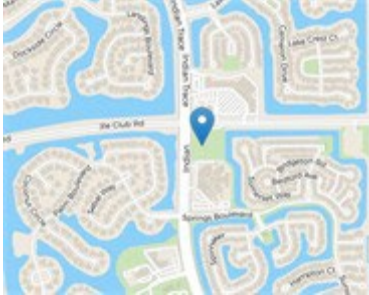



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



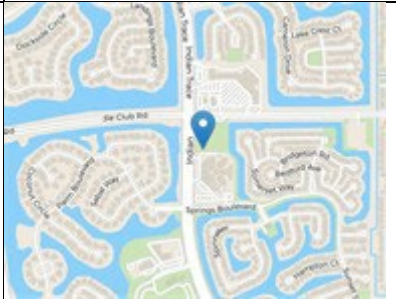



<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


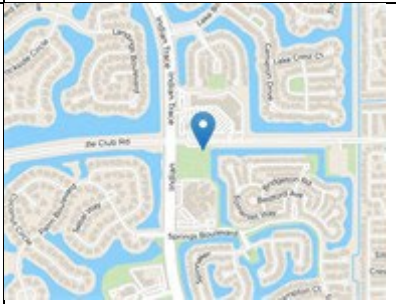


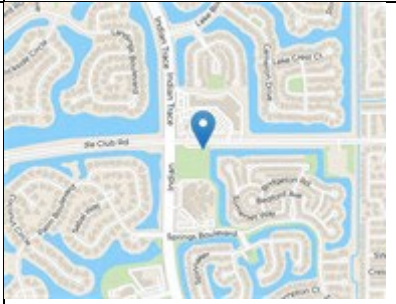

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


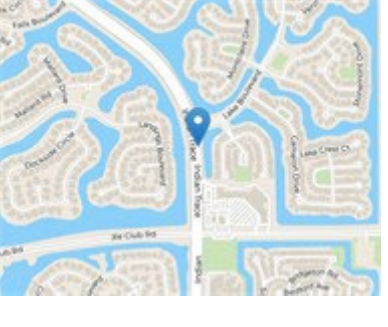

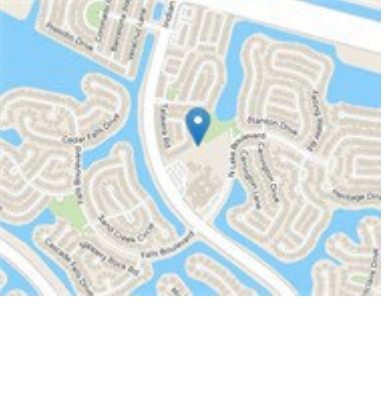



<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

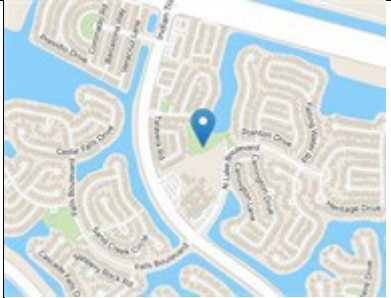

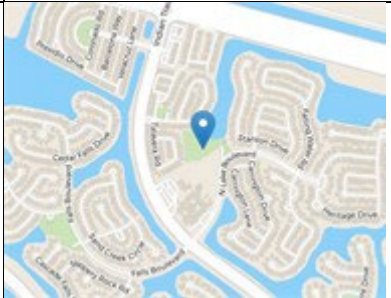

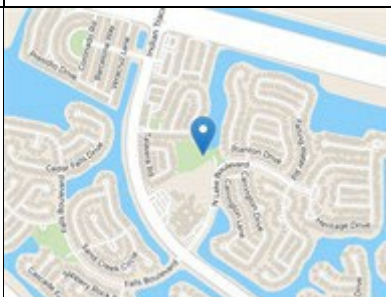

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



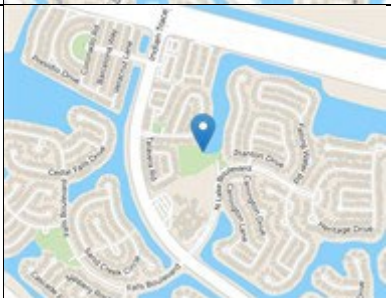




<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

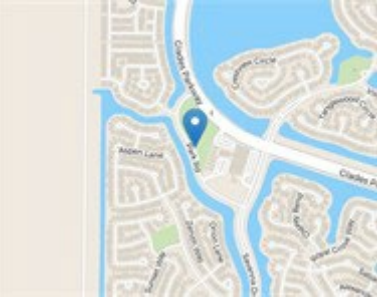

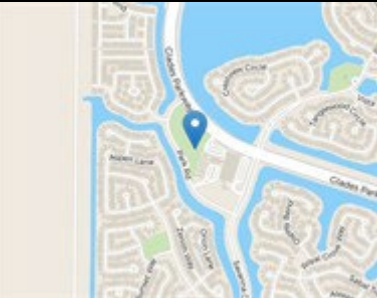

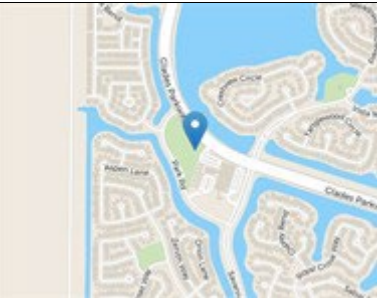

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

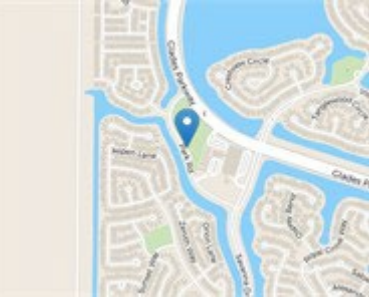

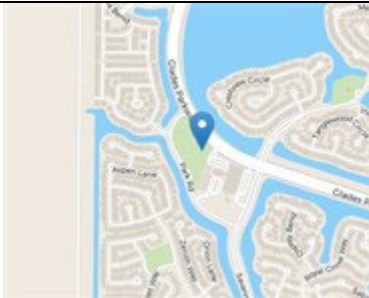




<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


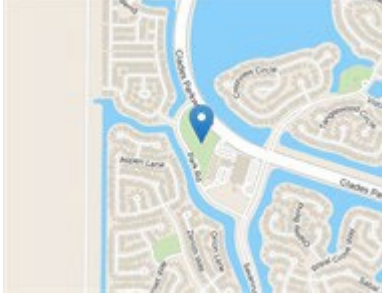

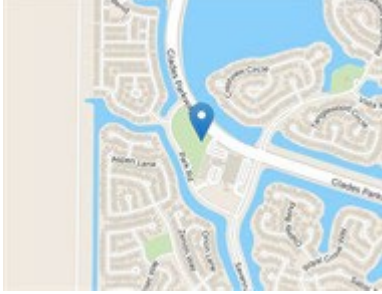

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



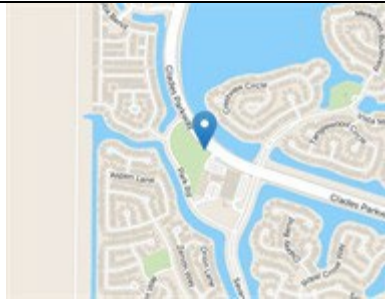

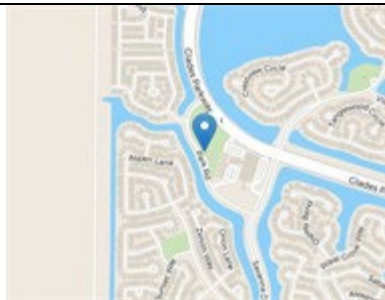
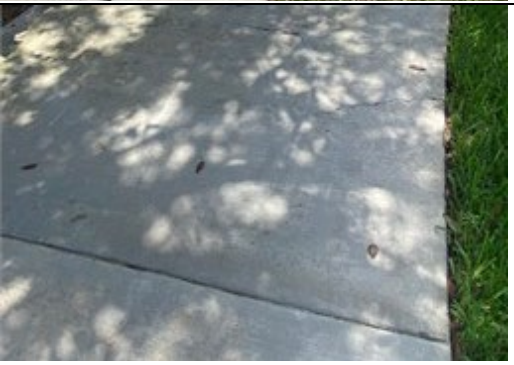
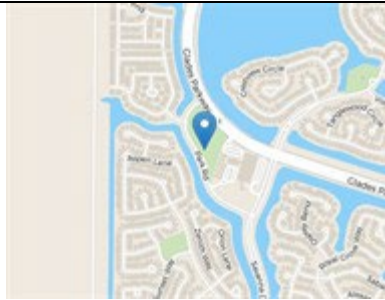

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

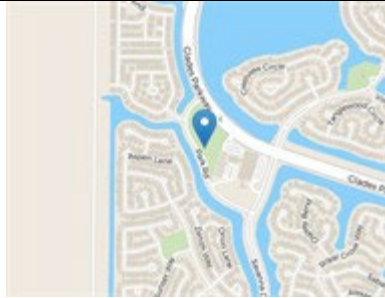

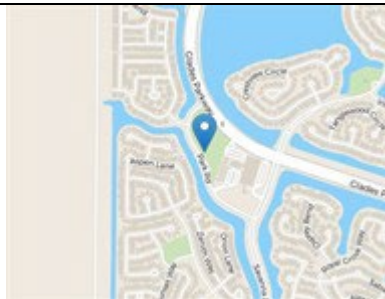

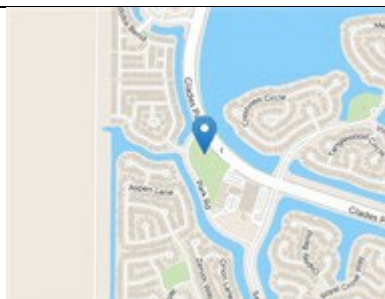
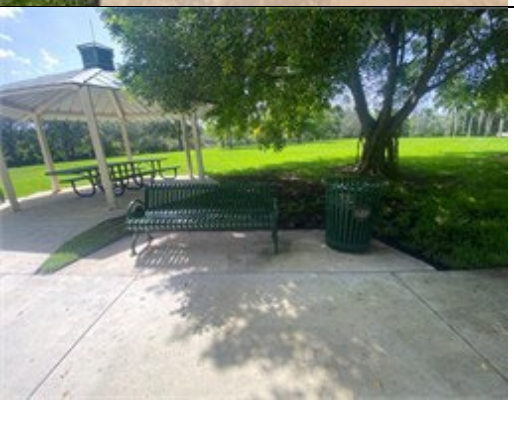


<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


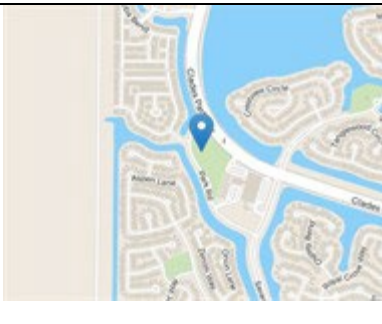
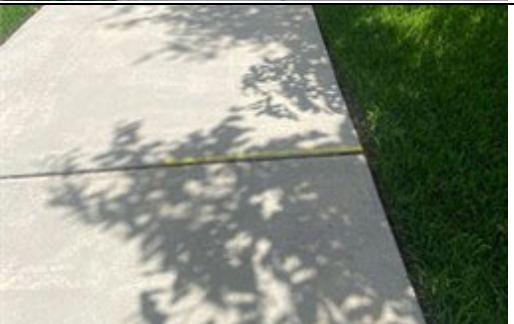
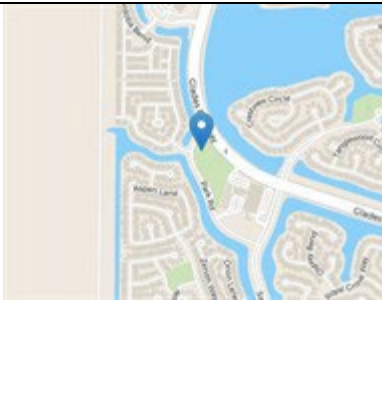

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

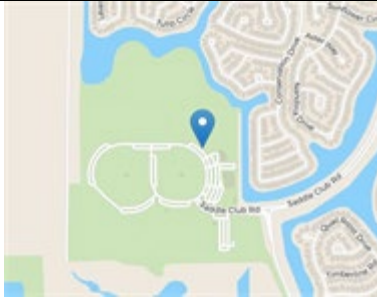

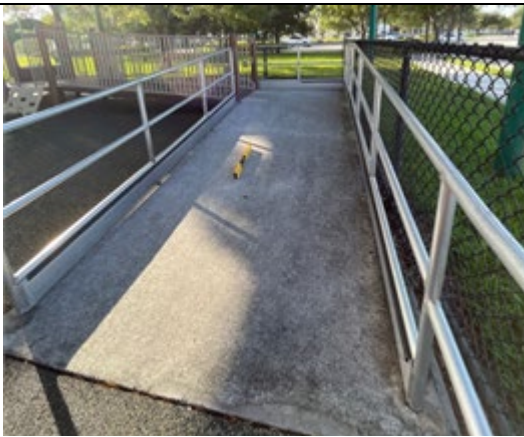

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

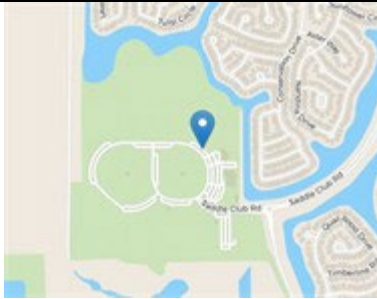

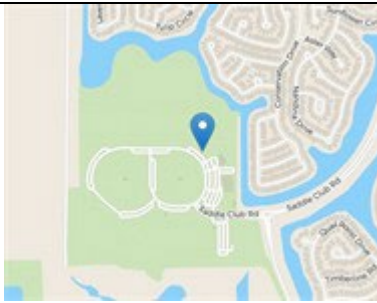

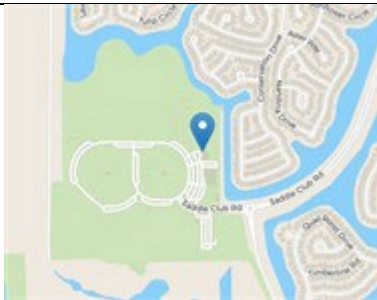



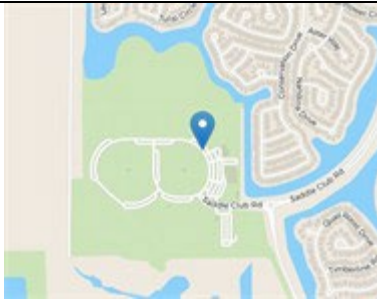

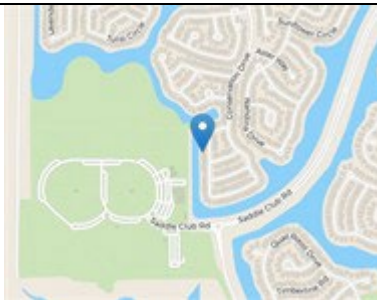

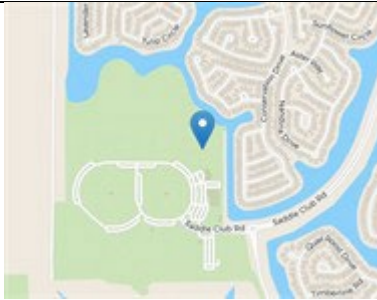

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

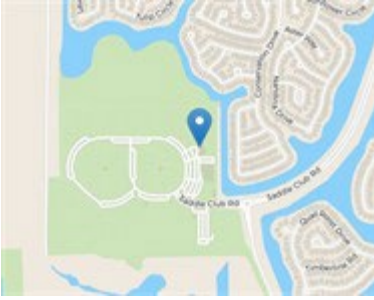

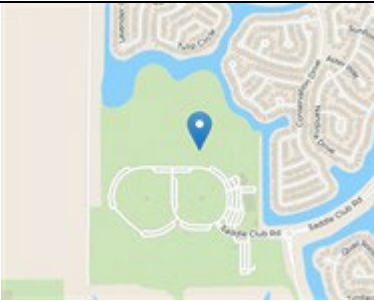

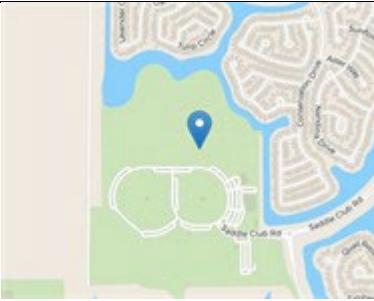

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

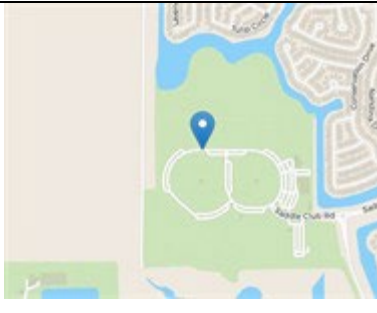

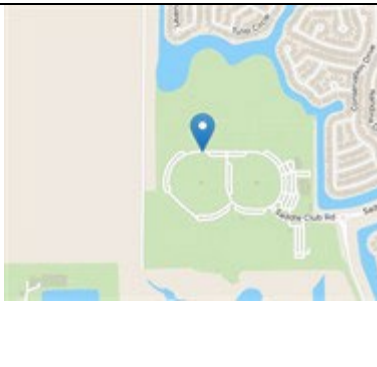

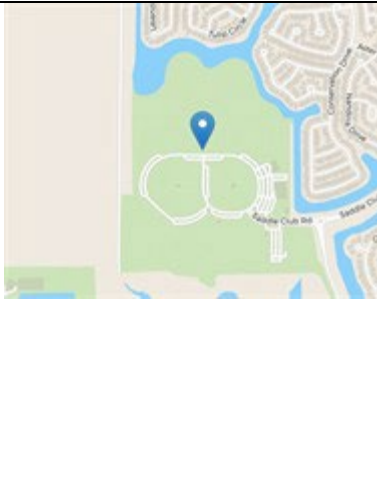
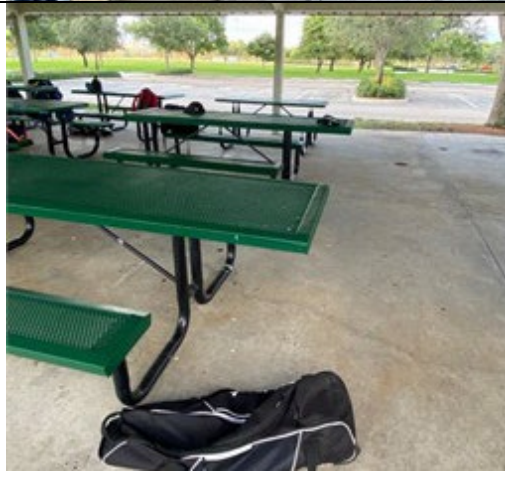
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			



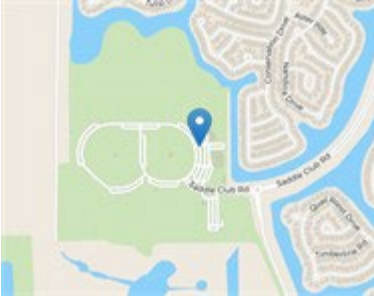

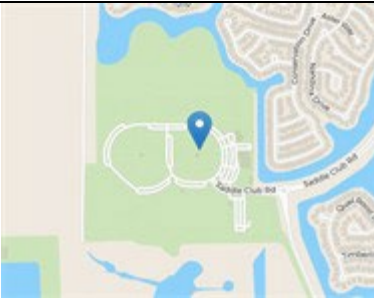

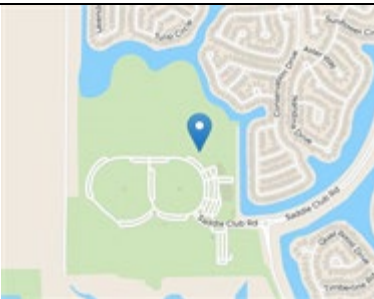

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



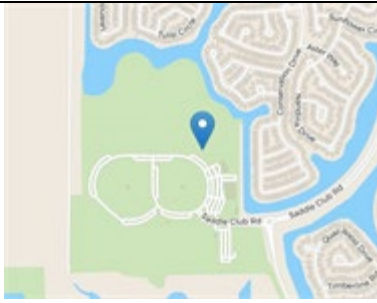


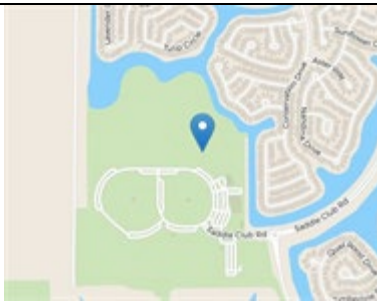

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

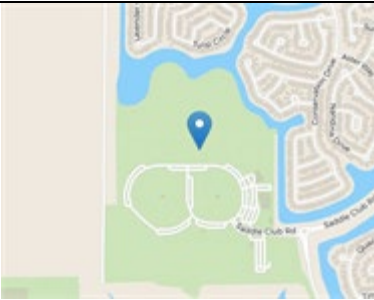


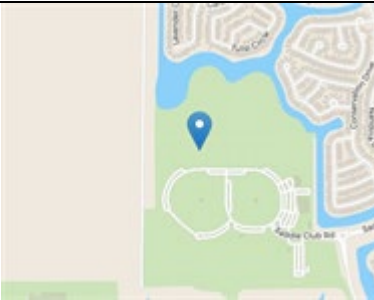

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

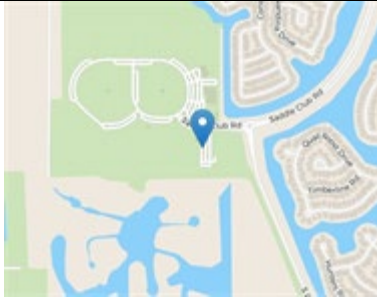

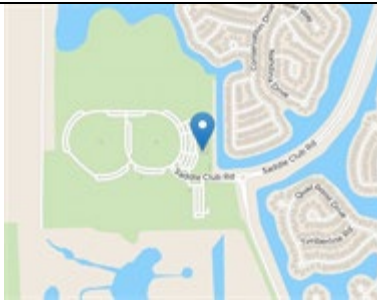

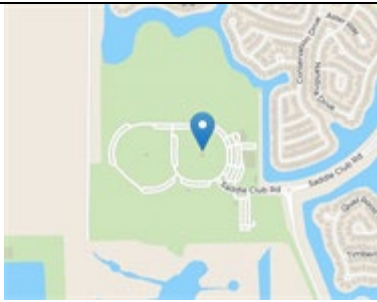



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


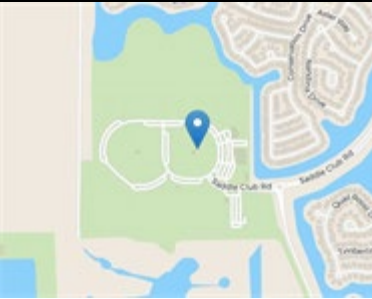




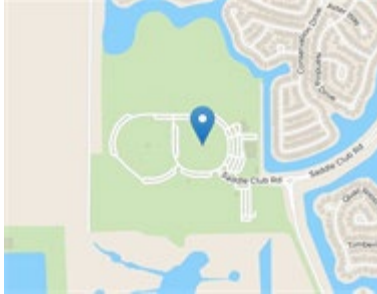

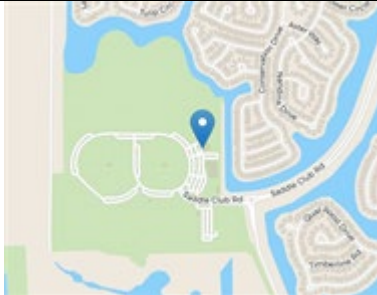

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

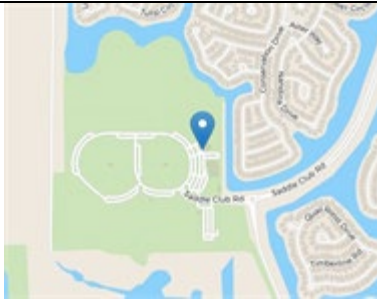

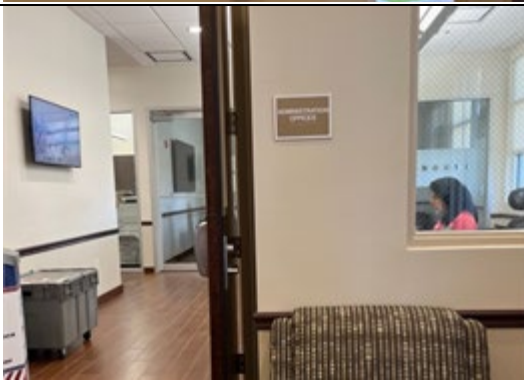
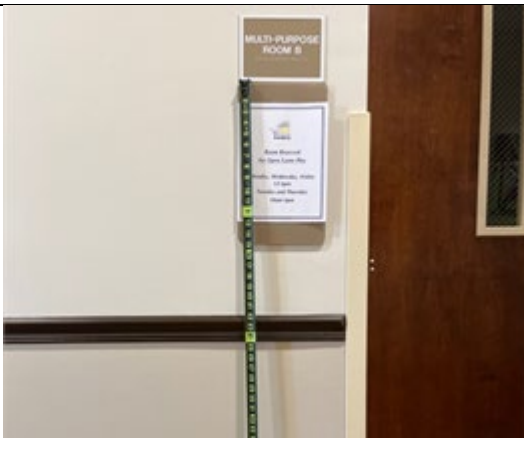
<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			







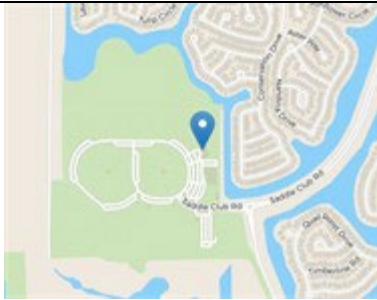
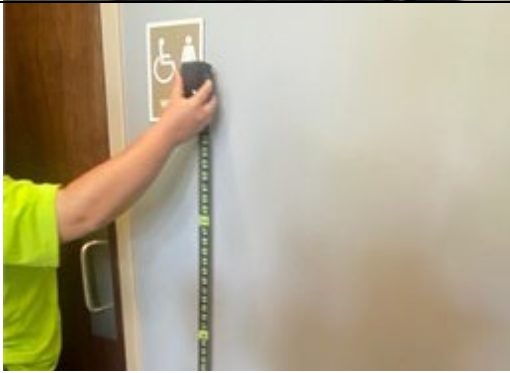
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

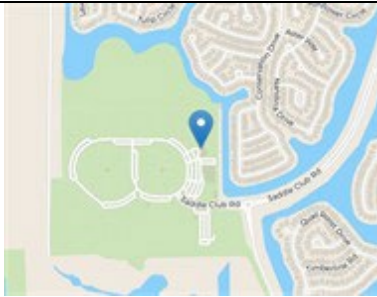
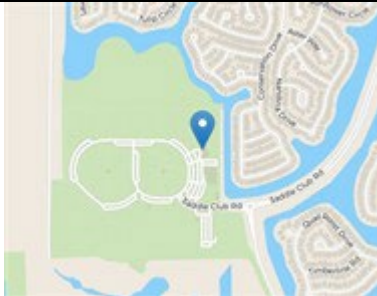

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	


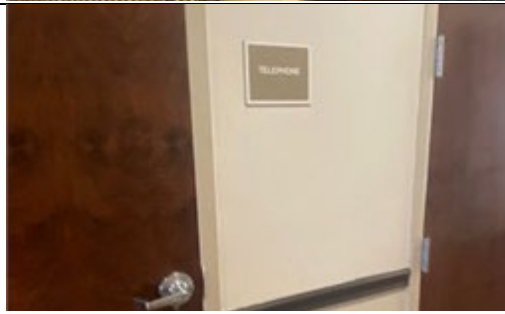



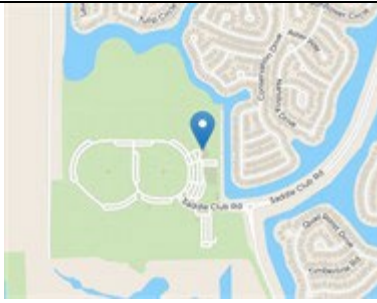

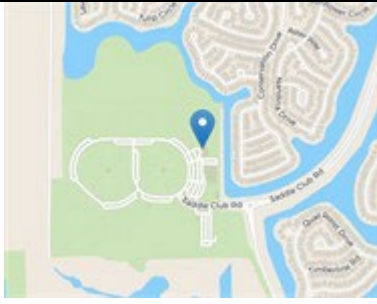

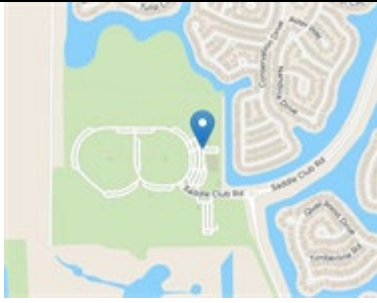

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

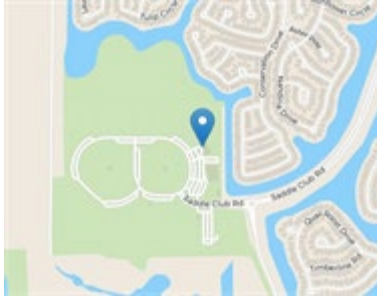

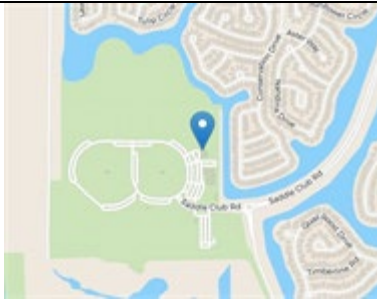

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

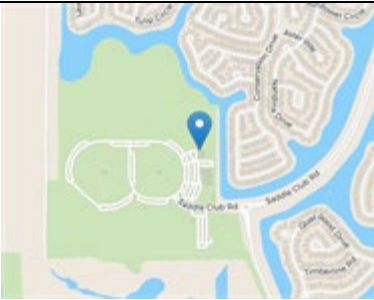

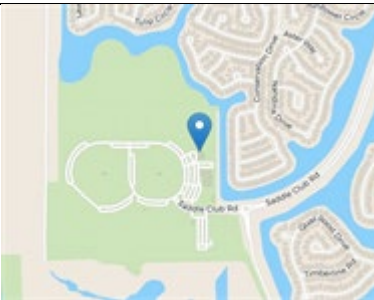



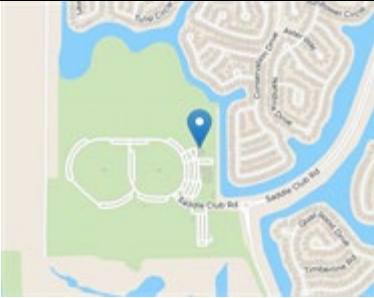


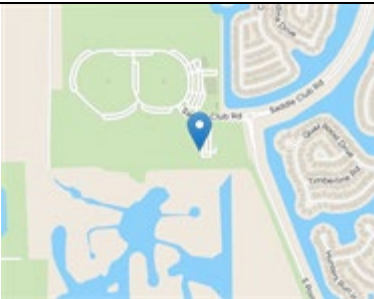

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

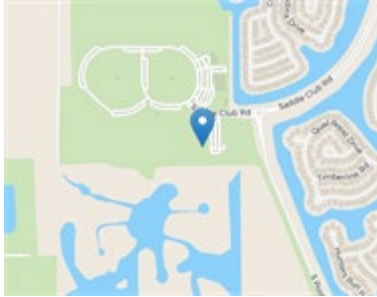

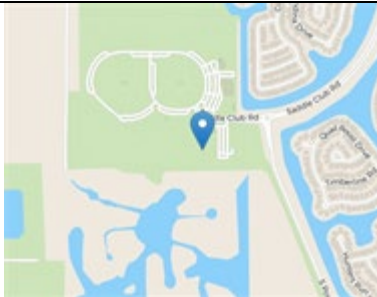

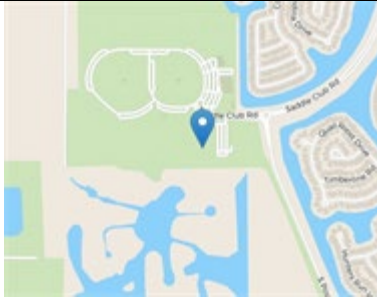

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

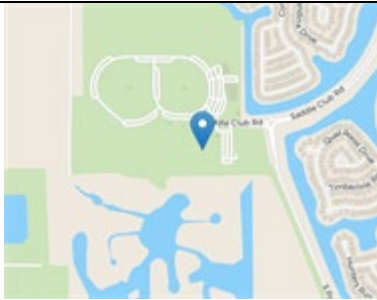


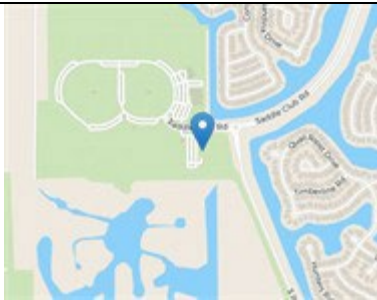



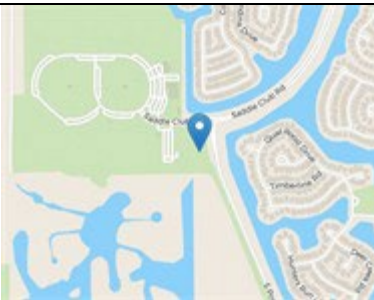

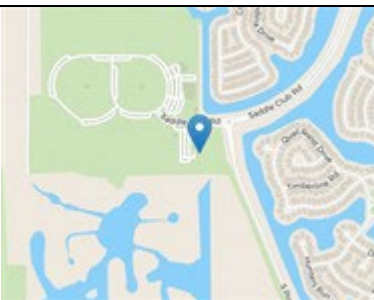

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

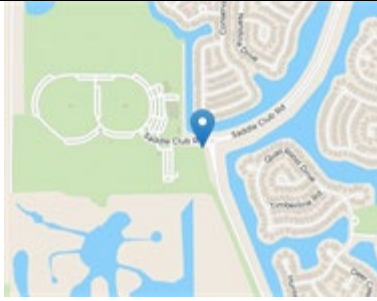


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

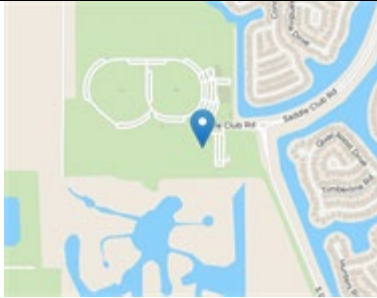

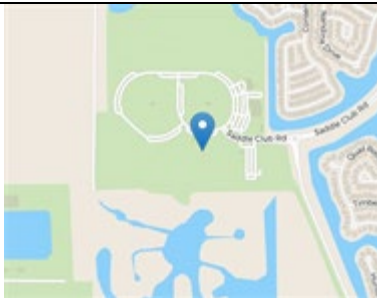



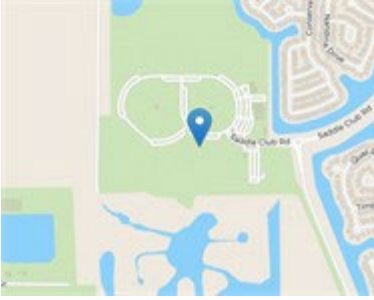

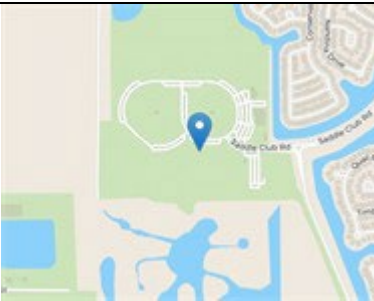



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

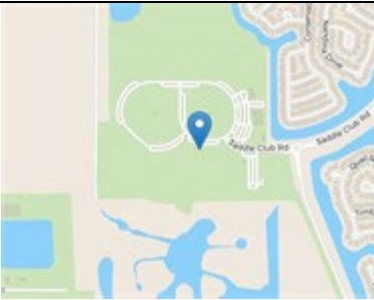

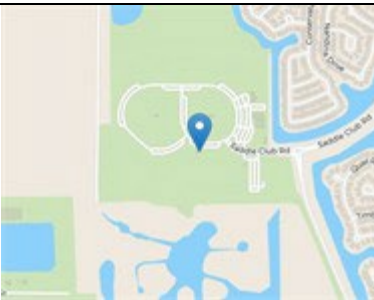

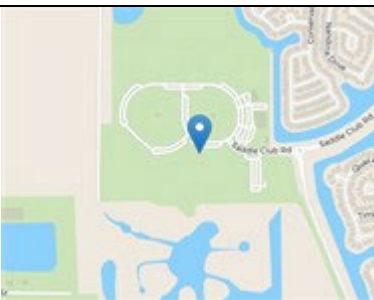

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

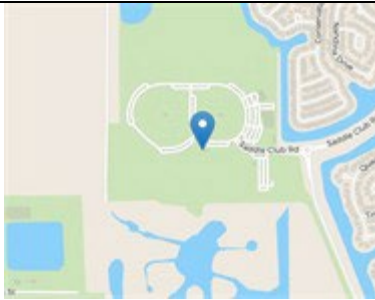

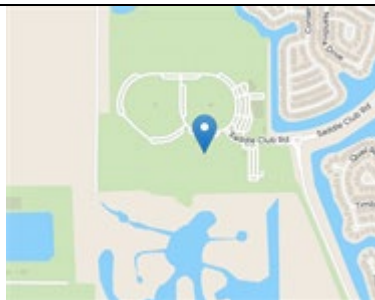



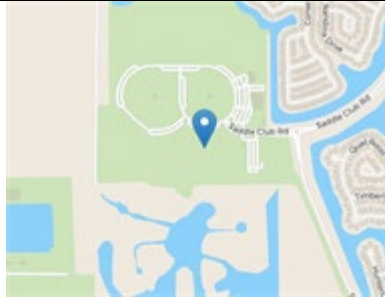

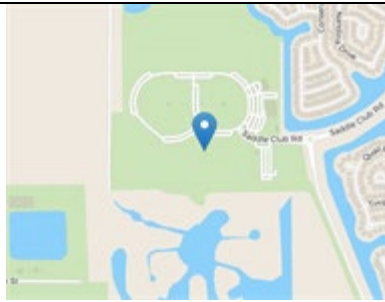

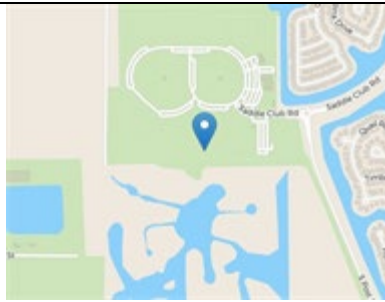
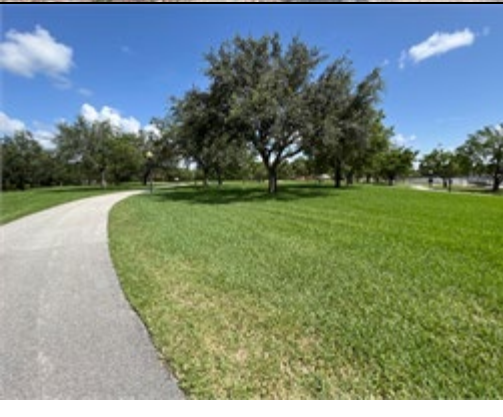
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

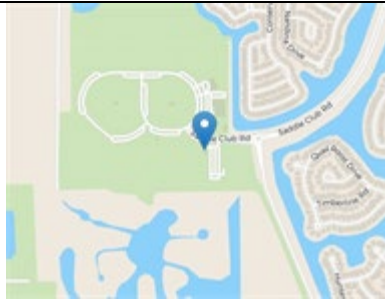

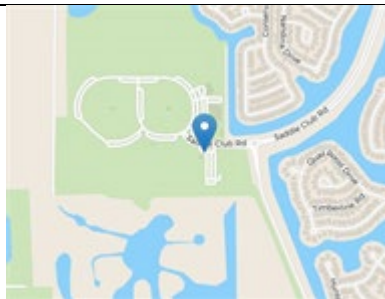

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



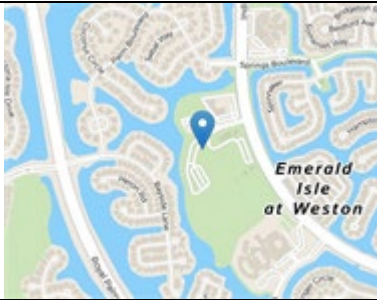

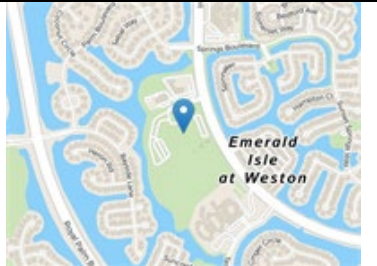

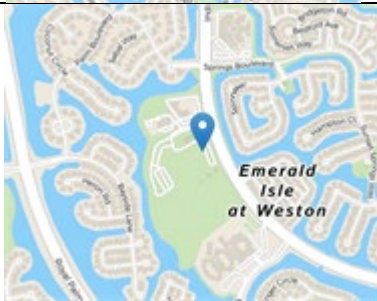



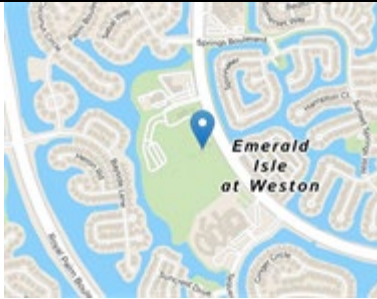

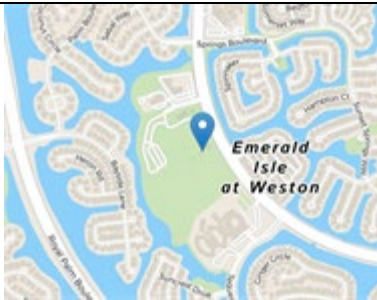



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

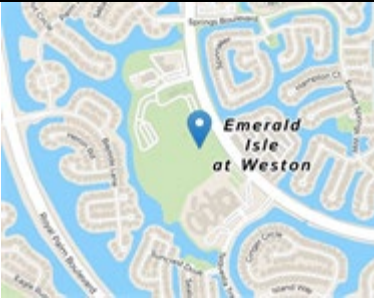




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





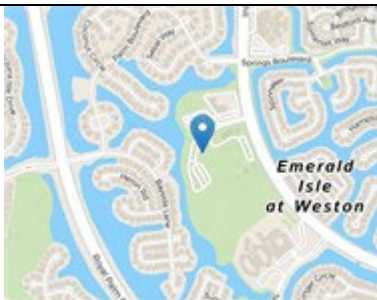



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


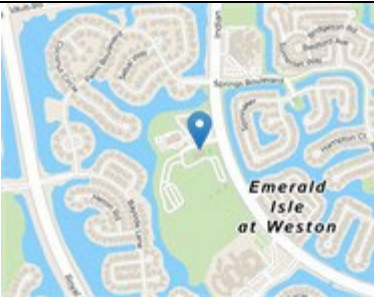



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

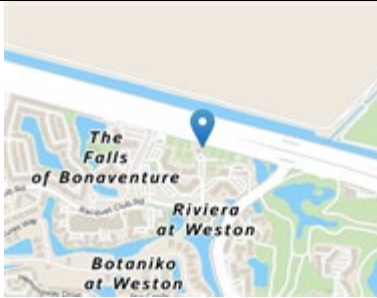

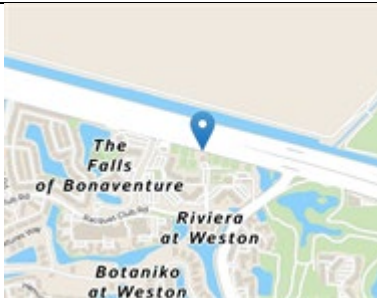



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



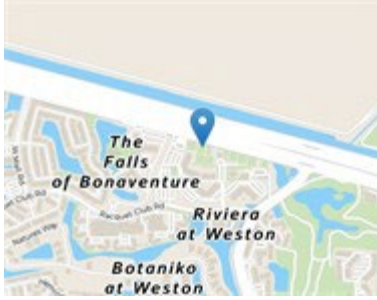

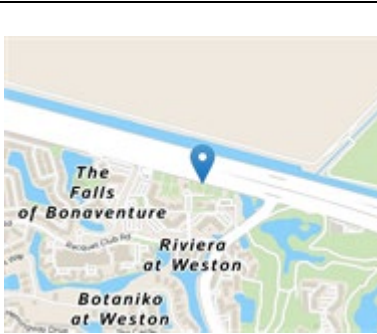

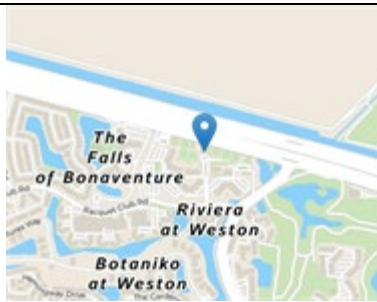
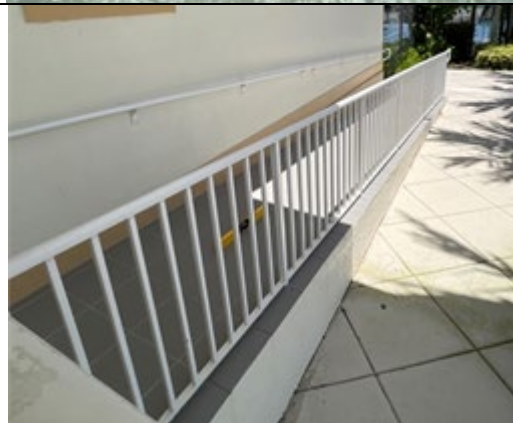
<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



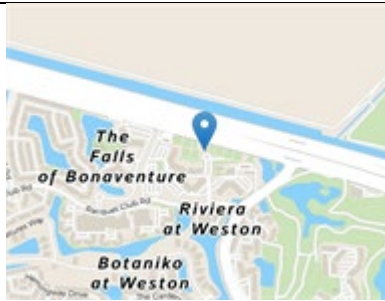

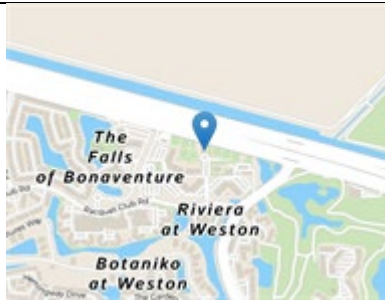

<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

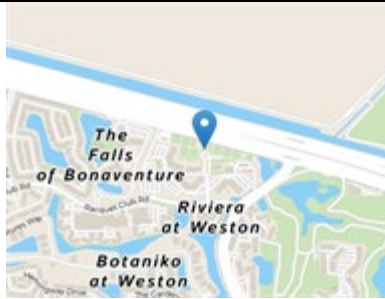

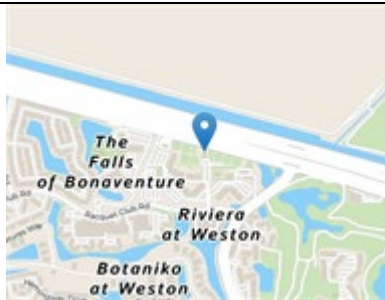

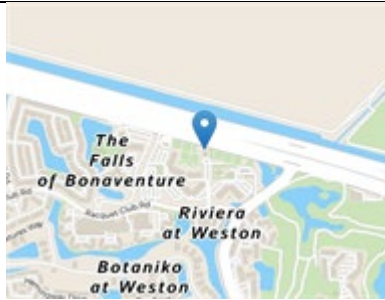



<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.







The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation







- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**







## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

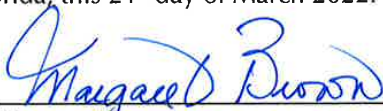
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

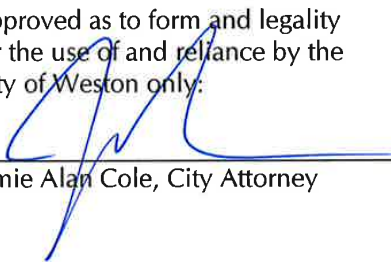
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**







AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center (“Center”) to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR’S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY’S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.





4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.





- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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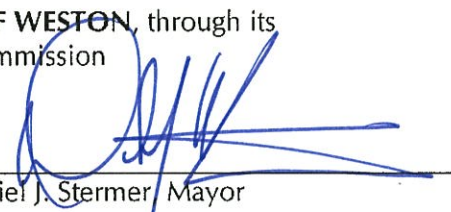




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

CITY OF WESTON, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

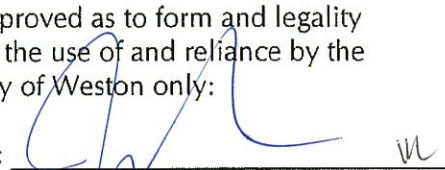
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No.):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> CLIFDRY-01 Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

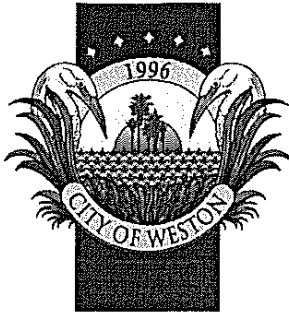
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

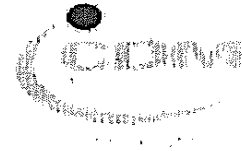
THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**



**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant’s liability to Landlord for damage to persons or property as well as an obligation to pay Landlord’s attorneys’ costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant’s interest in the Lease and the Improvements. Landlord’s buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant’s Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant’s Improvements. The Net Book Value of Tenant’s Improvements is basically Tenant’s capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as Exhibit F, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

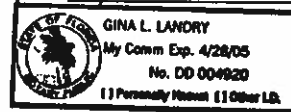
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L Landry  
NOTARY PUBLIC  
Print Name: Gina L Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

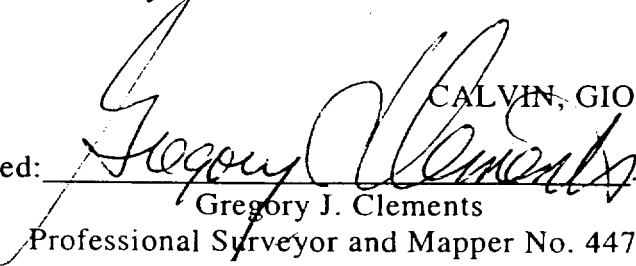
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01  
 Gregory J. Clements  
 Professional Surveyor and Mapper No. 4479  
 State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

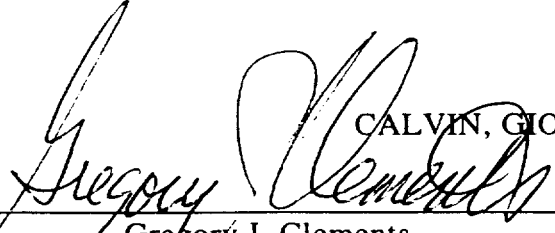
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





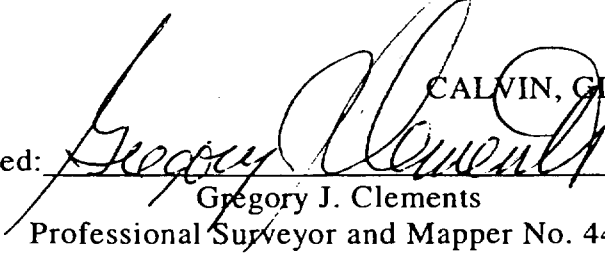
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

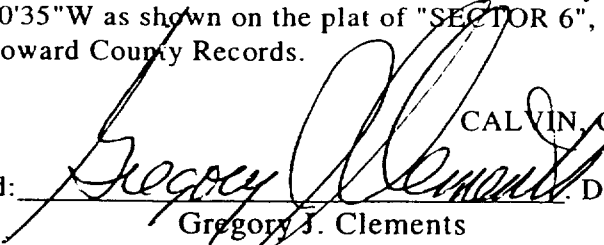
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



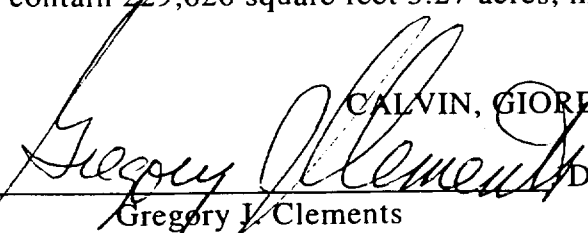
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

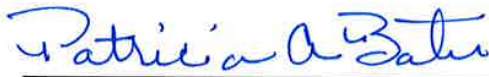
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

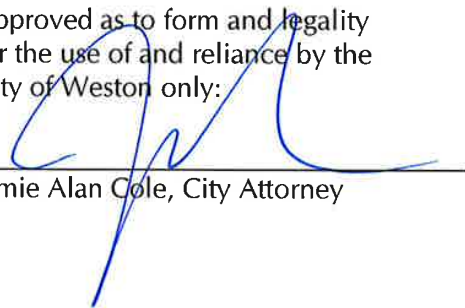
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.







**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

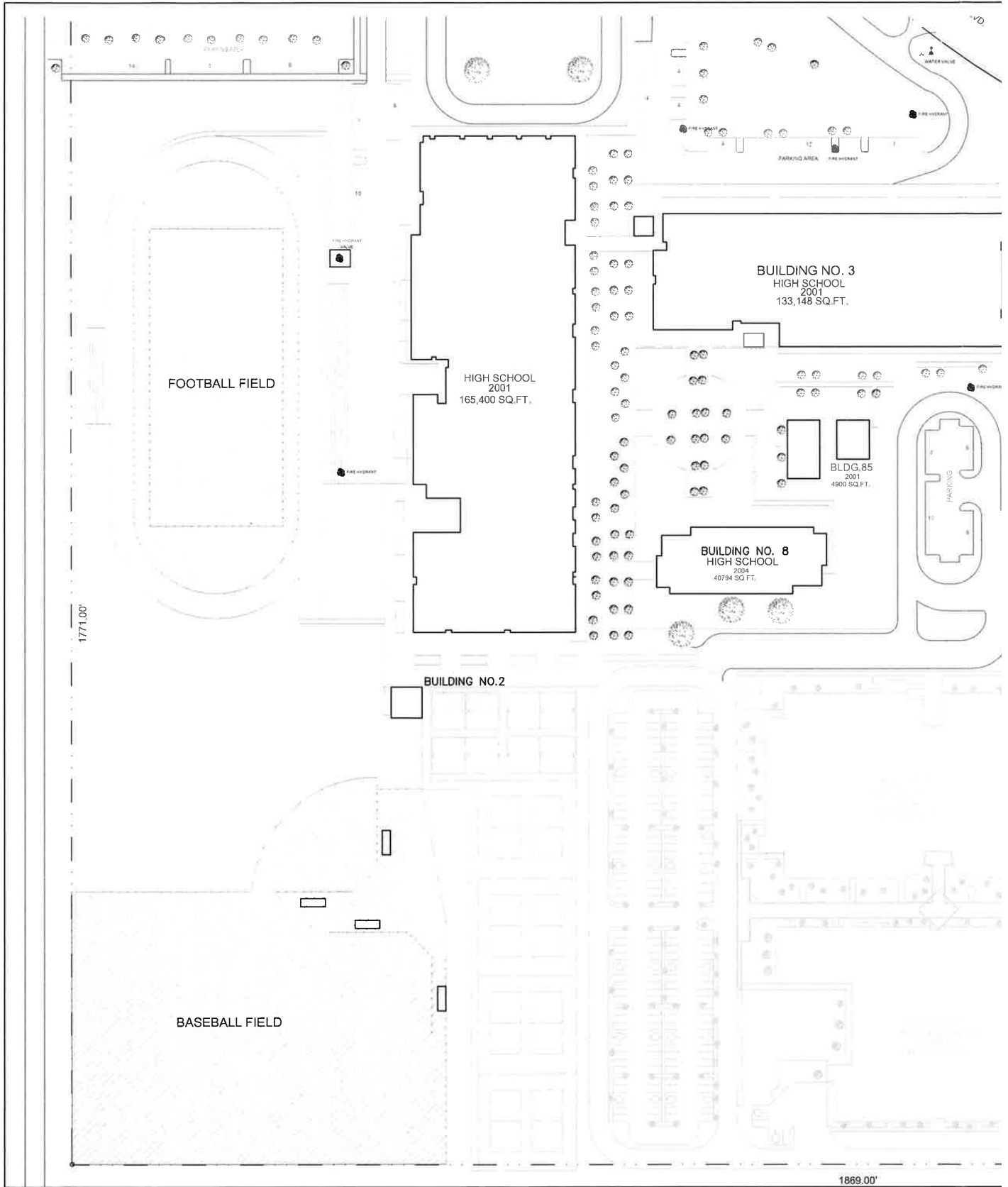
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

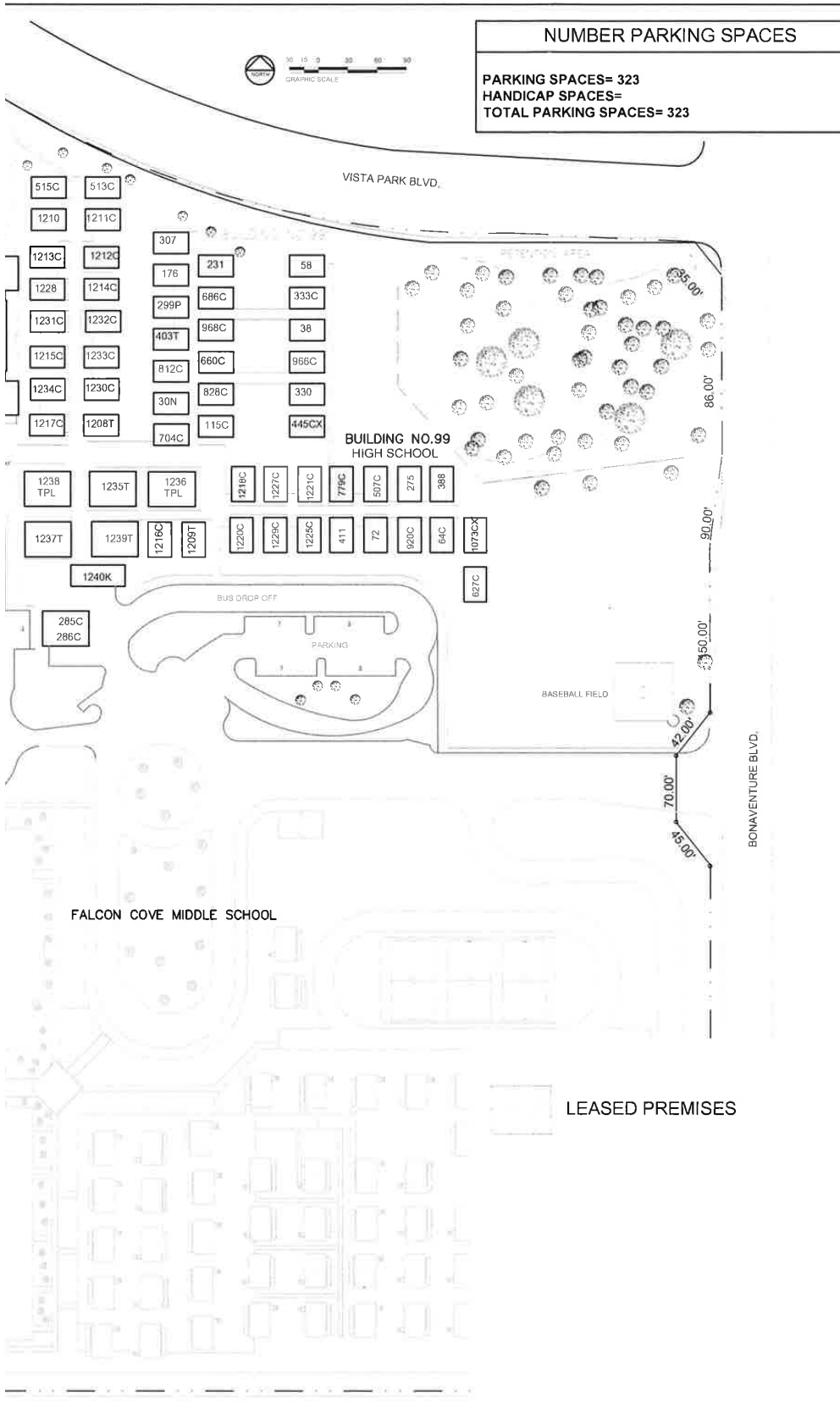
(CITY SEAL)







"EXHIBIT A"



**Broward County  
Public Schools**

Facility Planning & Real Estate  
Department  
600 S.E. 3rd Avenue, 8th Floor  
Fort Lauderdale, FL 33301  
Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT

**CYPRESS BAY  
HIGH SCHOOL**

18600 VISTA PARK BLVD  
WESTON FL, 33332

CAD FILE NAME:  
FH3623SP1

ORIGINAL ISSUE DATE:  
OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve Disapprove

Name

Title

Date

Signature:

Approve Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

**PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY**

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston**

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

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1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

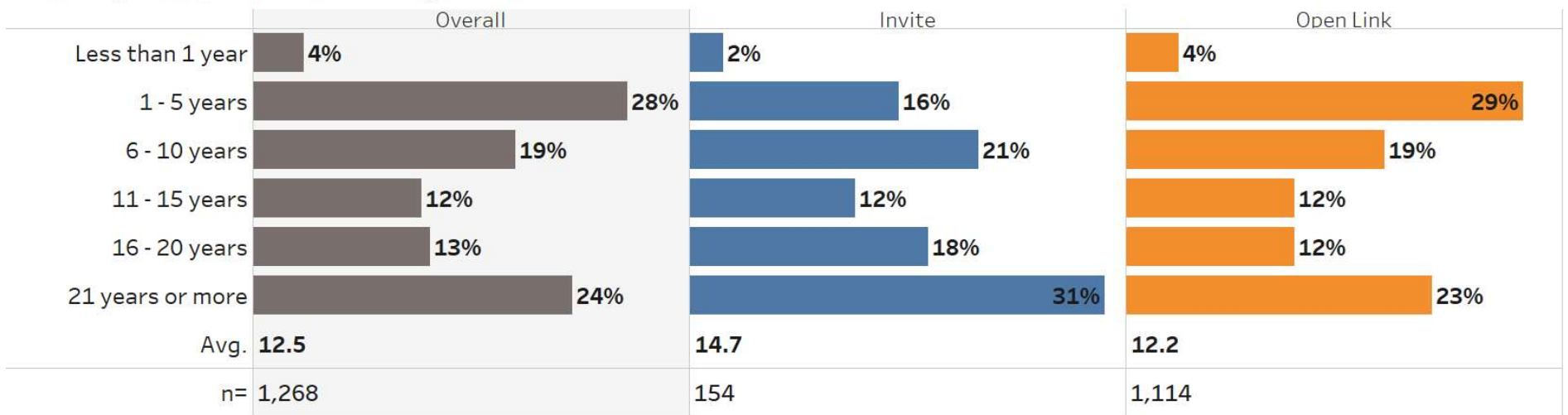
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



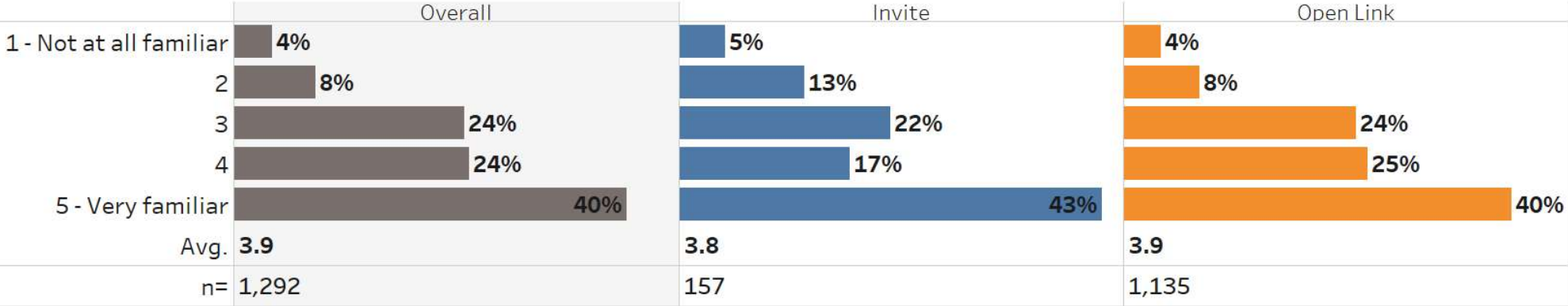
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

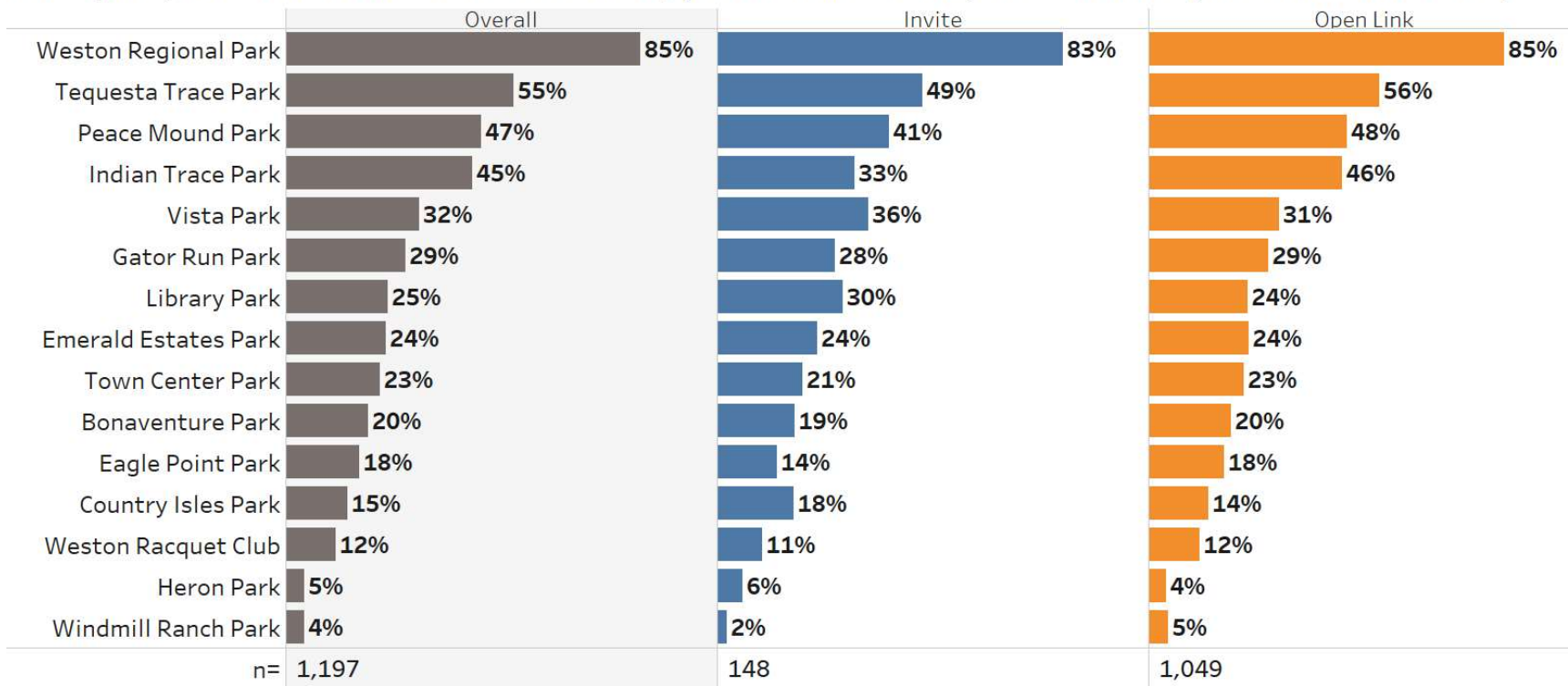
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



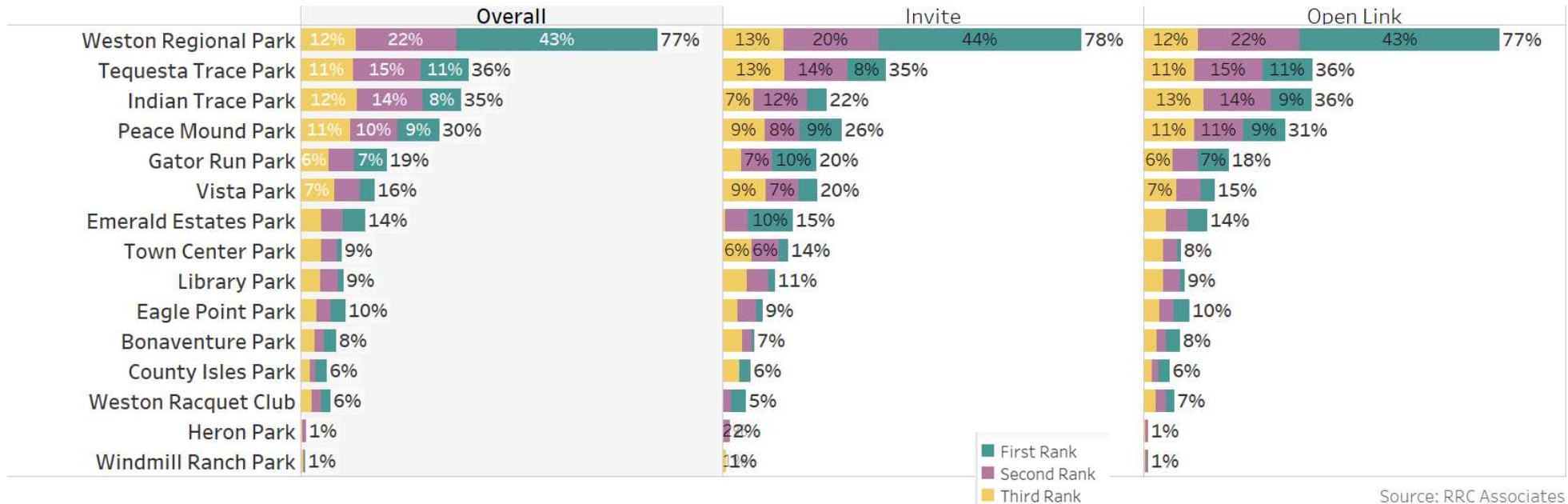
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

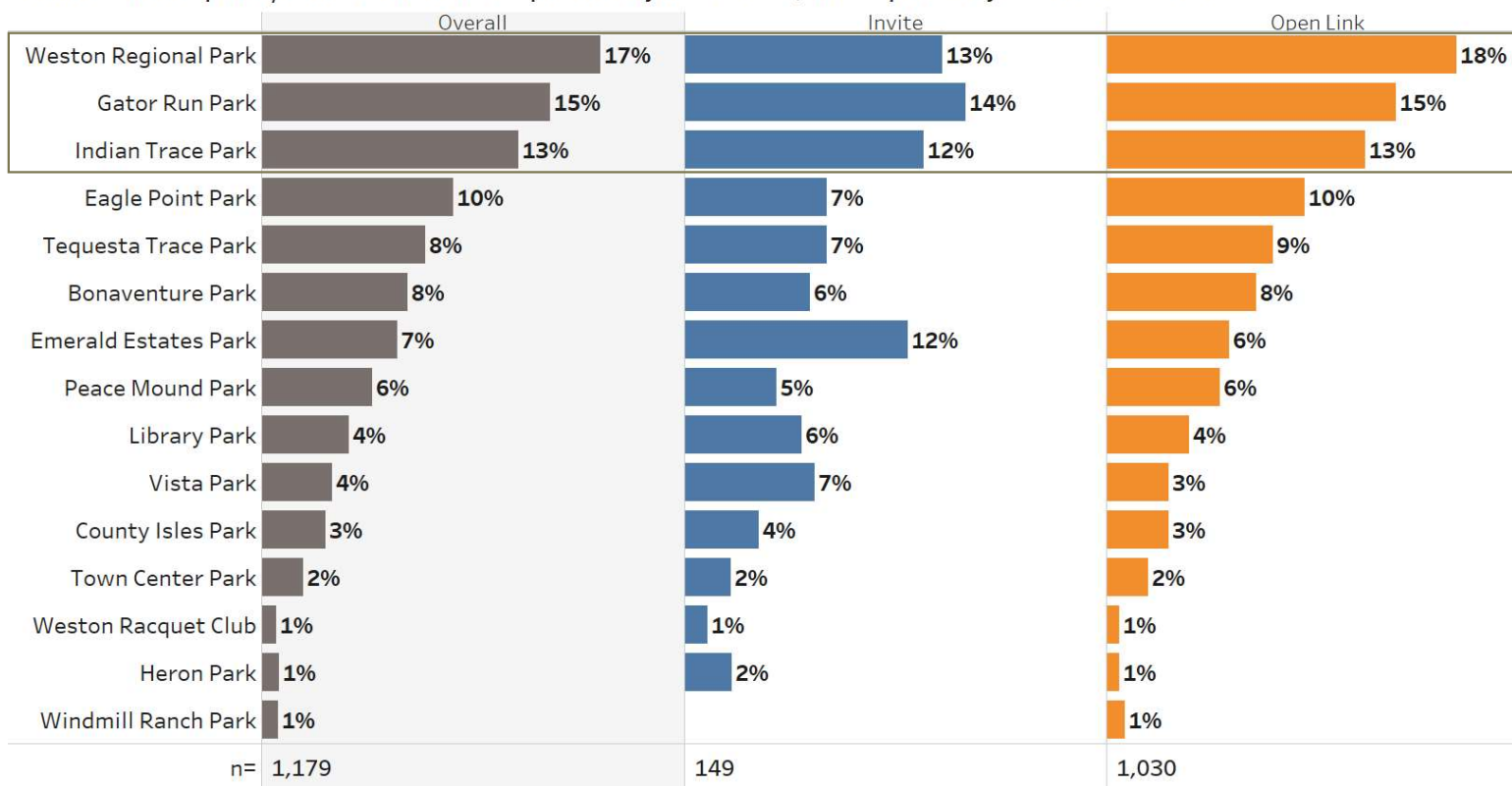


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

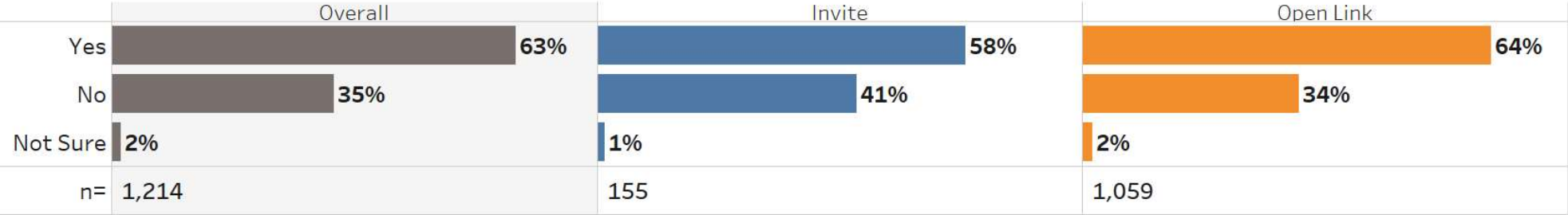


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

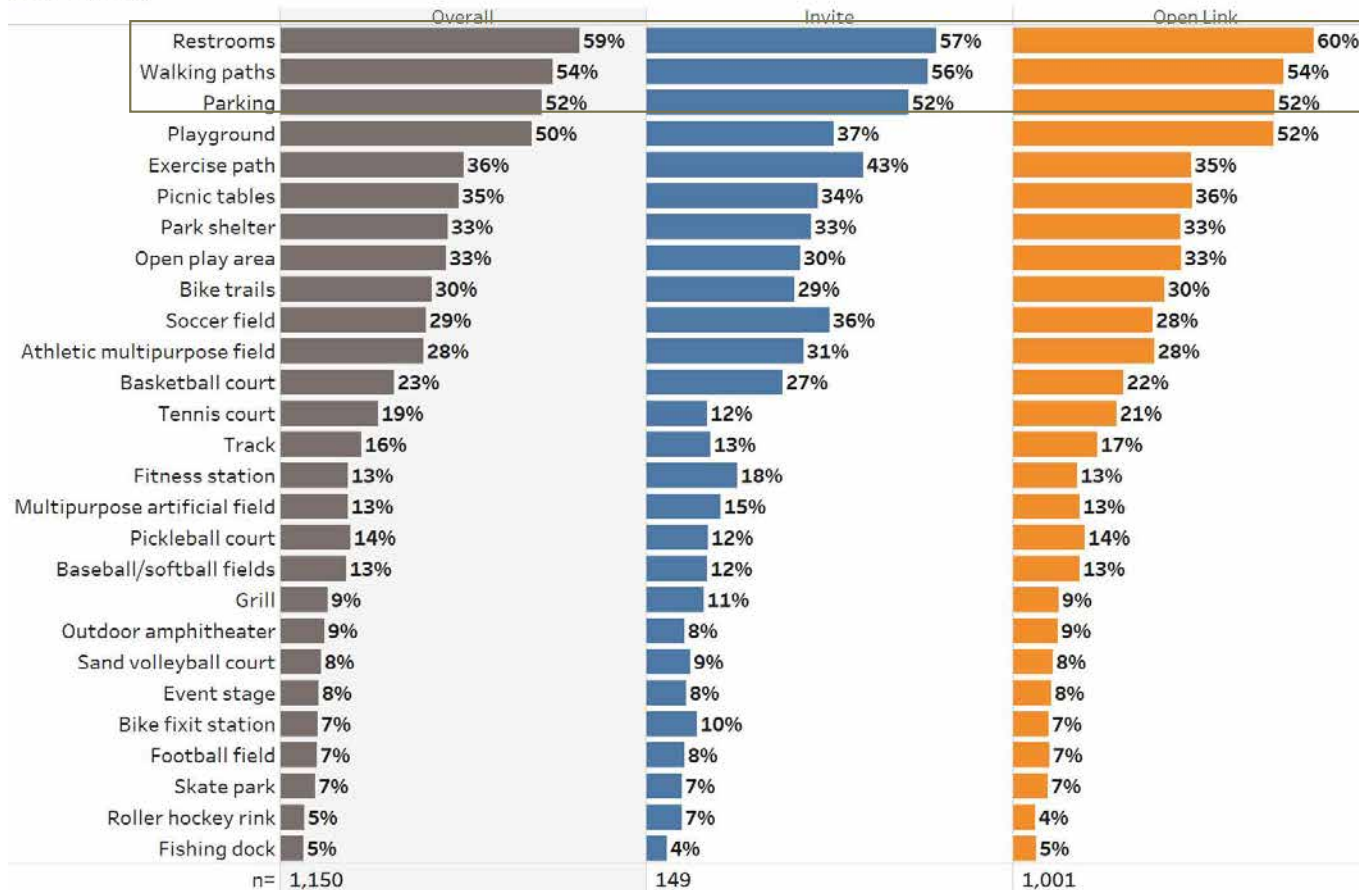
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

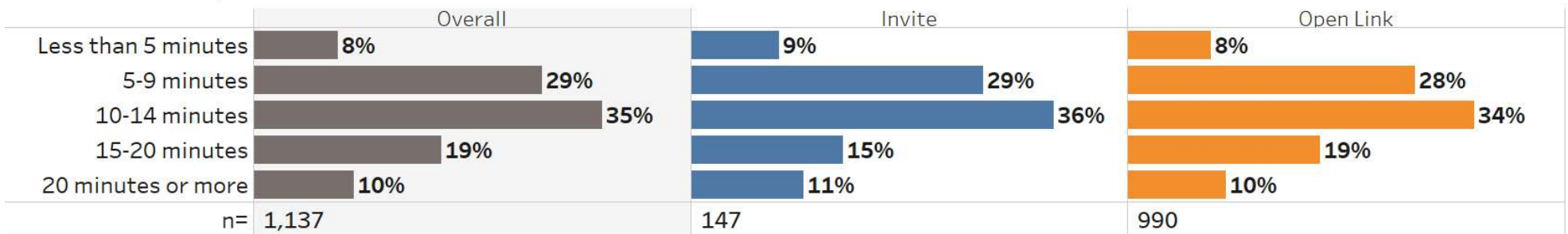
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

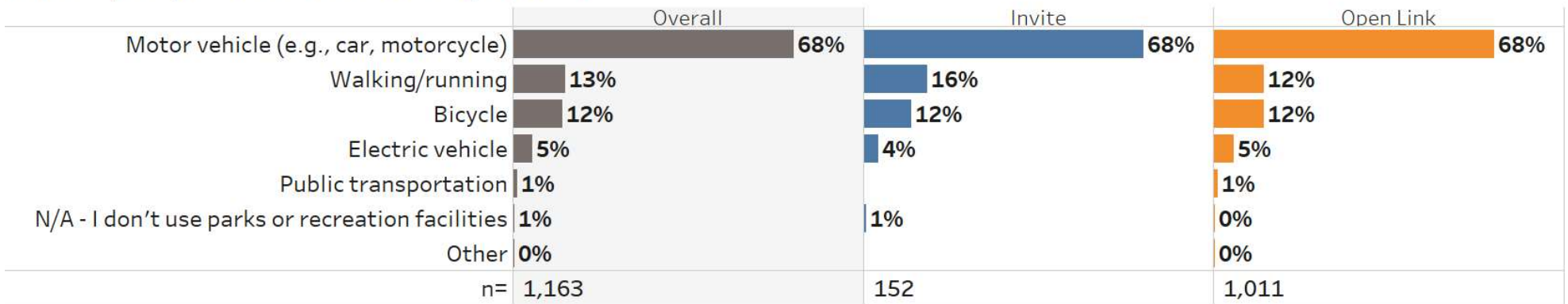
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

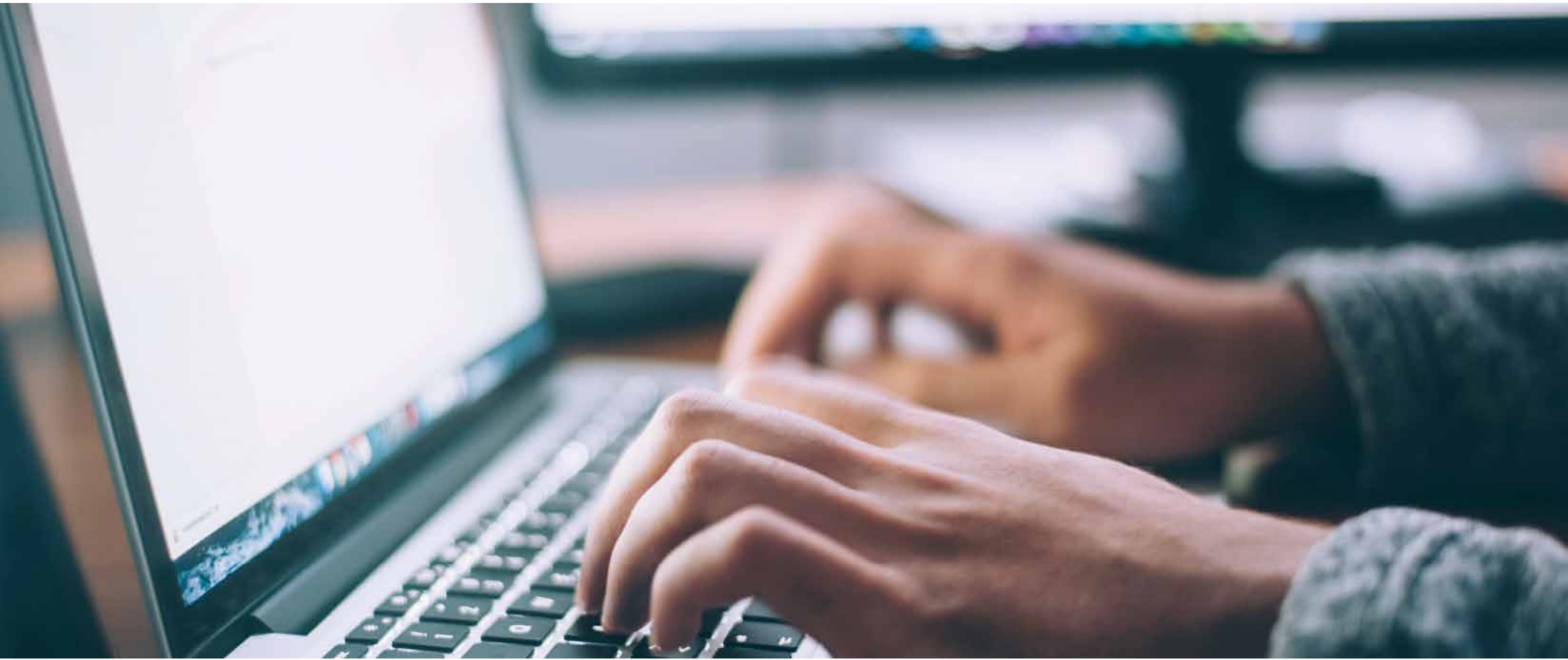
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

# Communication

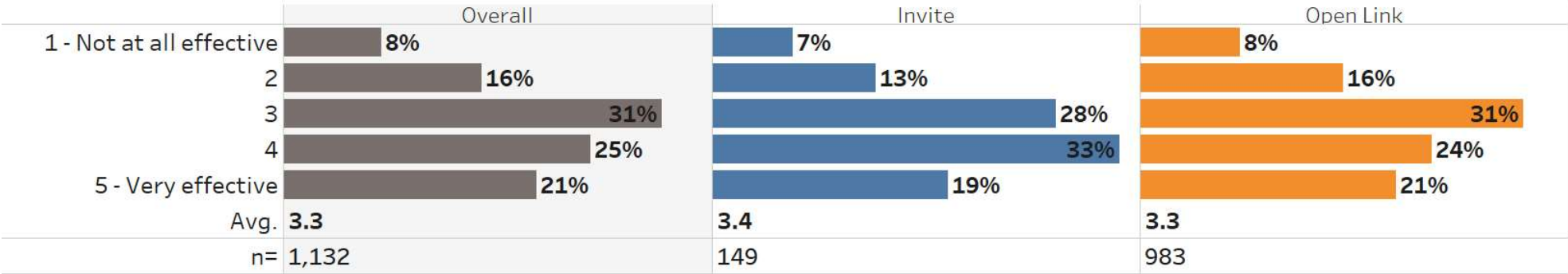




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

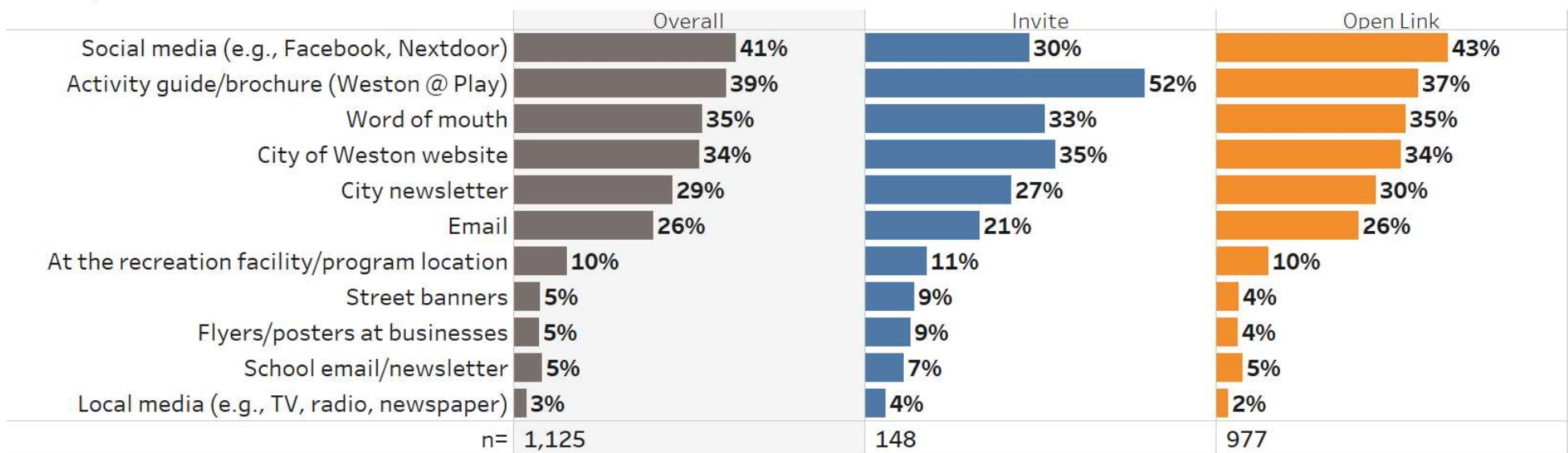


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

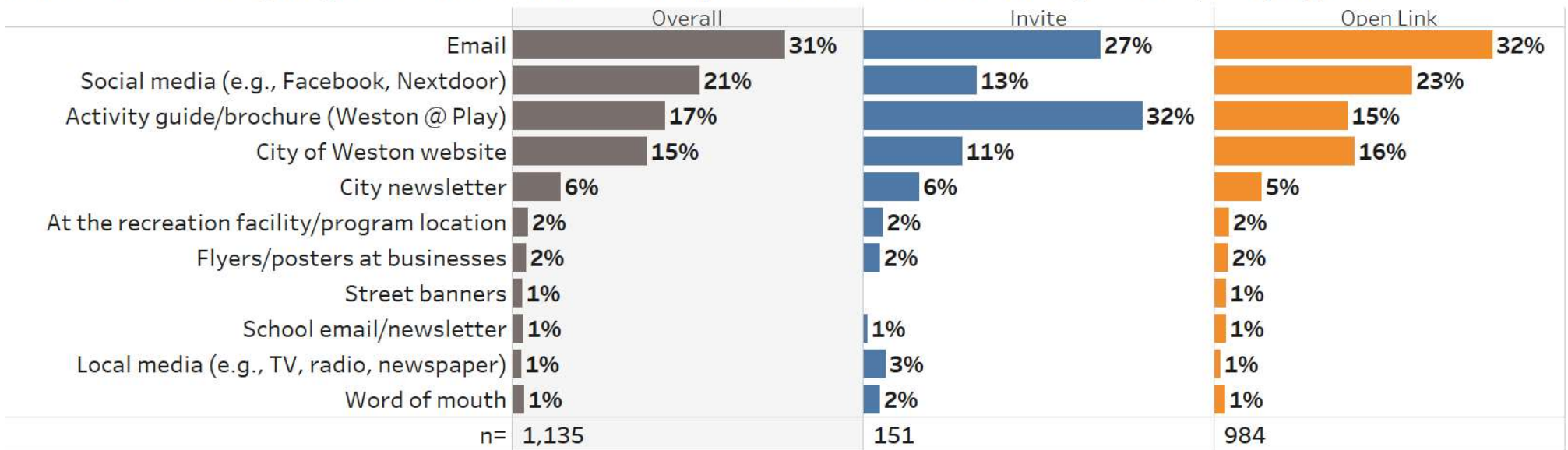


Source: RRC Associates

# Preferred Communication

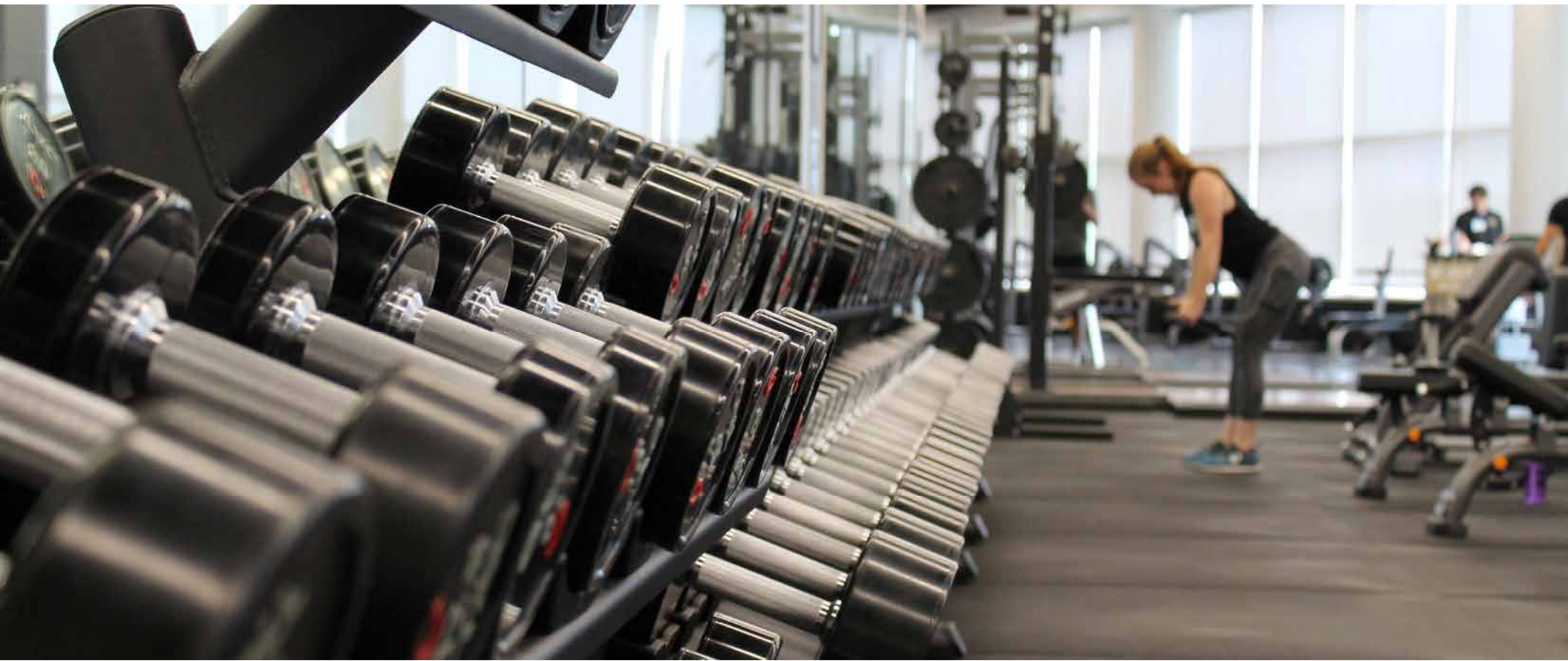
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



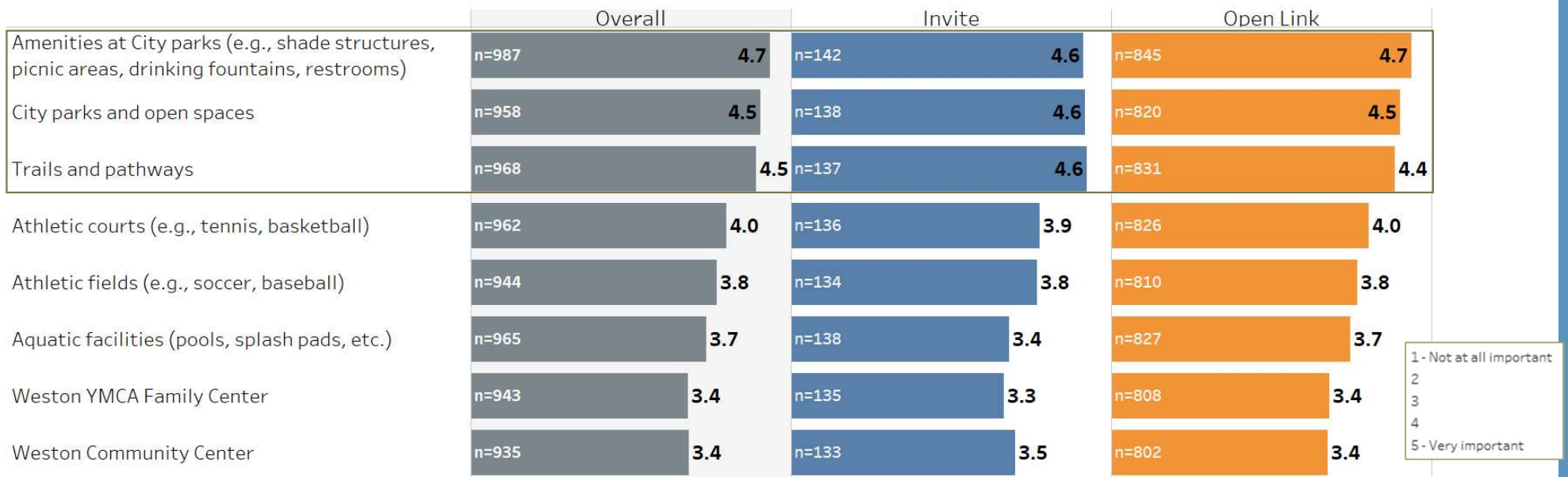


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

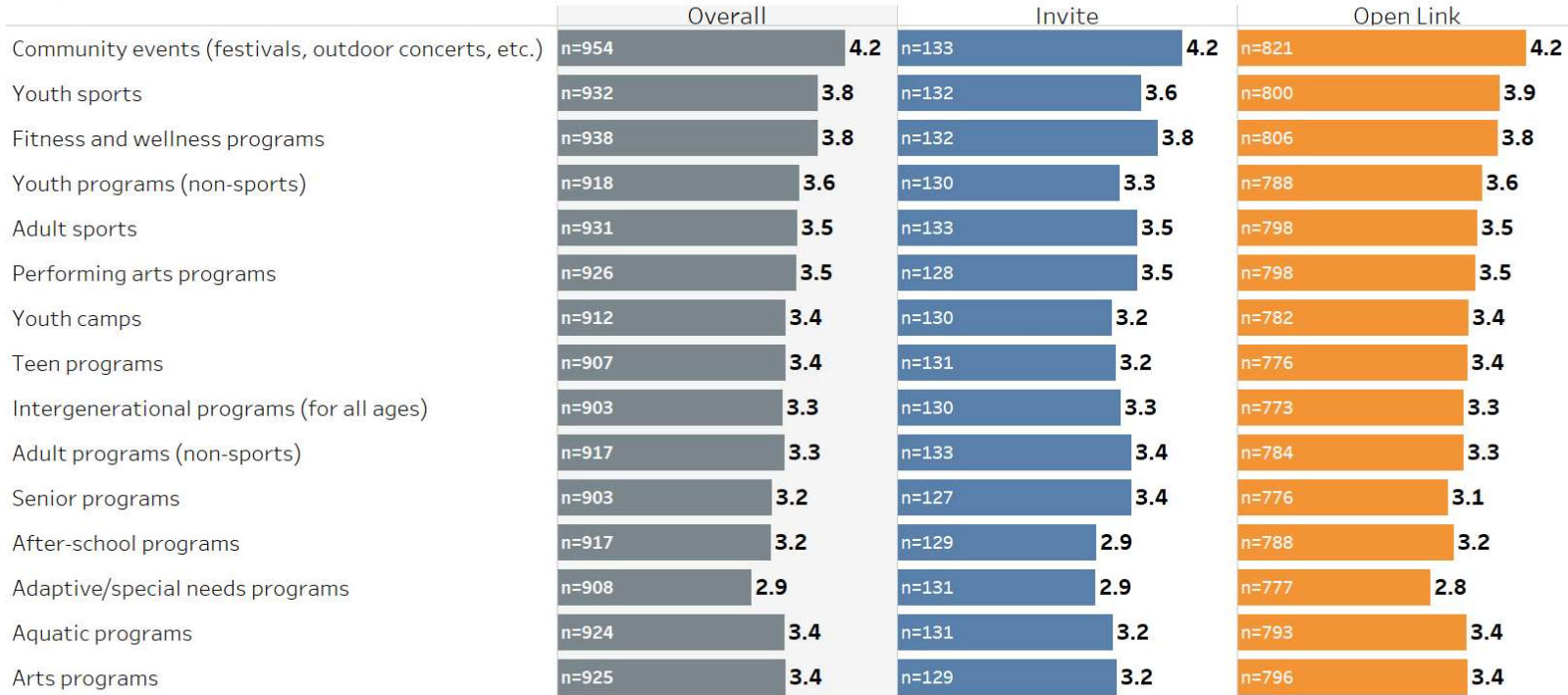


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



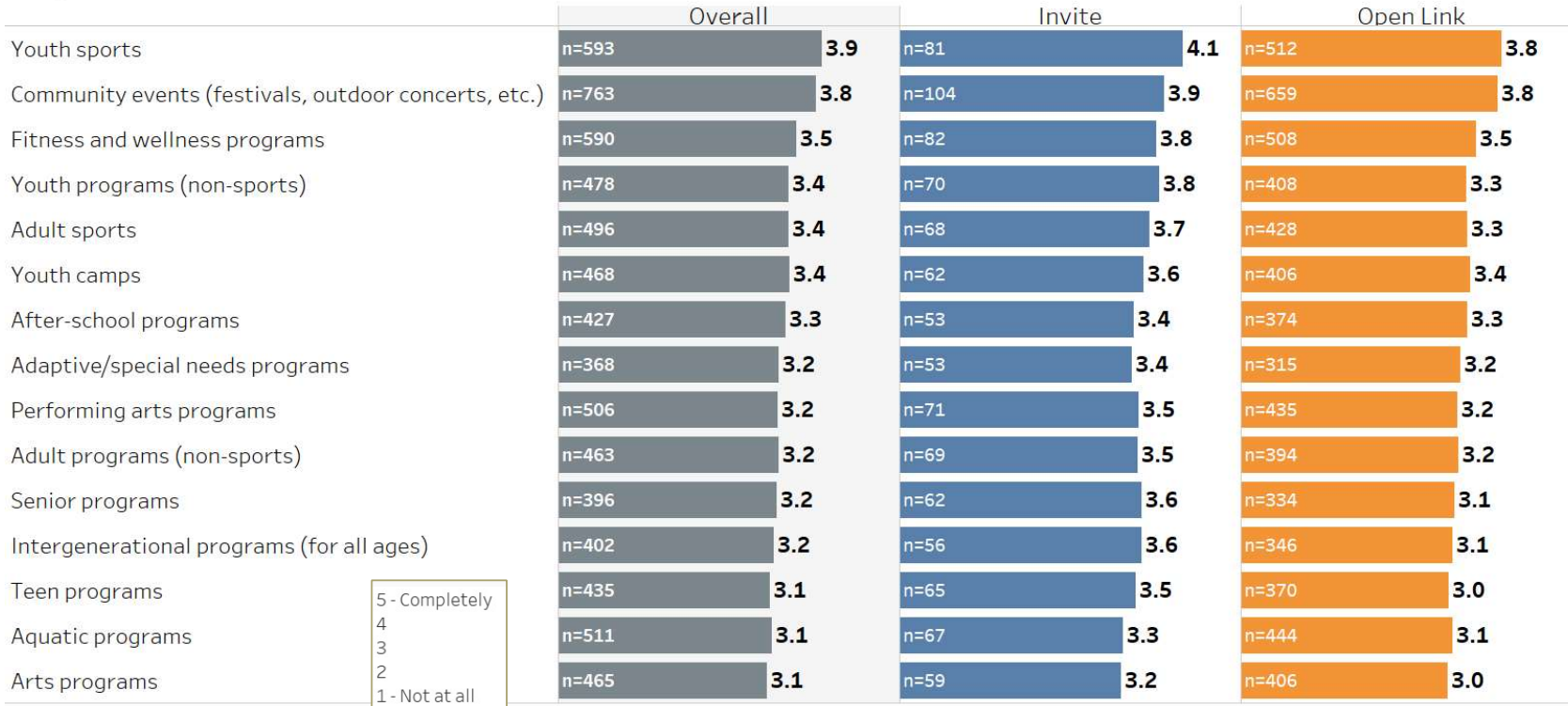
1 - Not at all important  
2  
3  
4  
5 - Very important

\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?  
Programs & Services

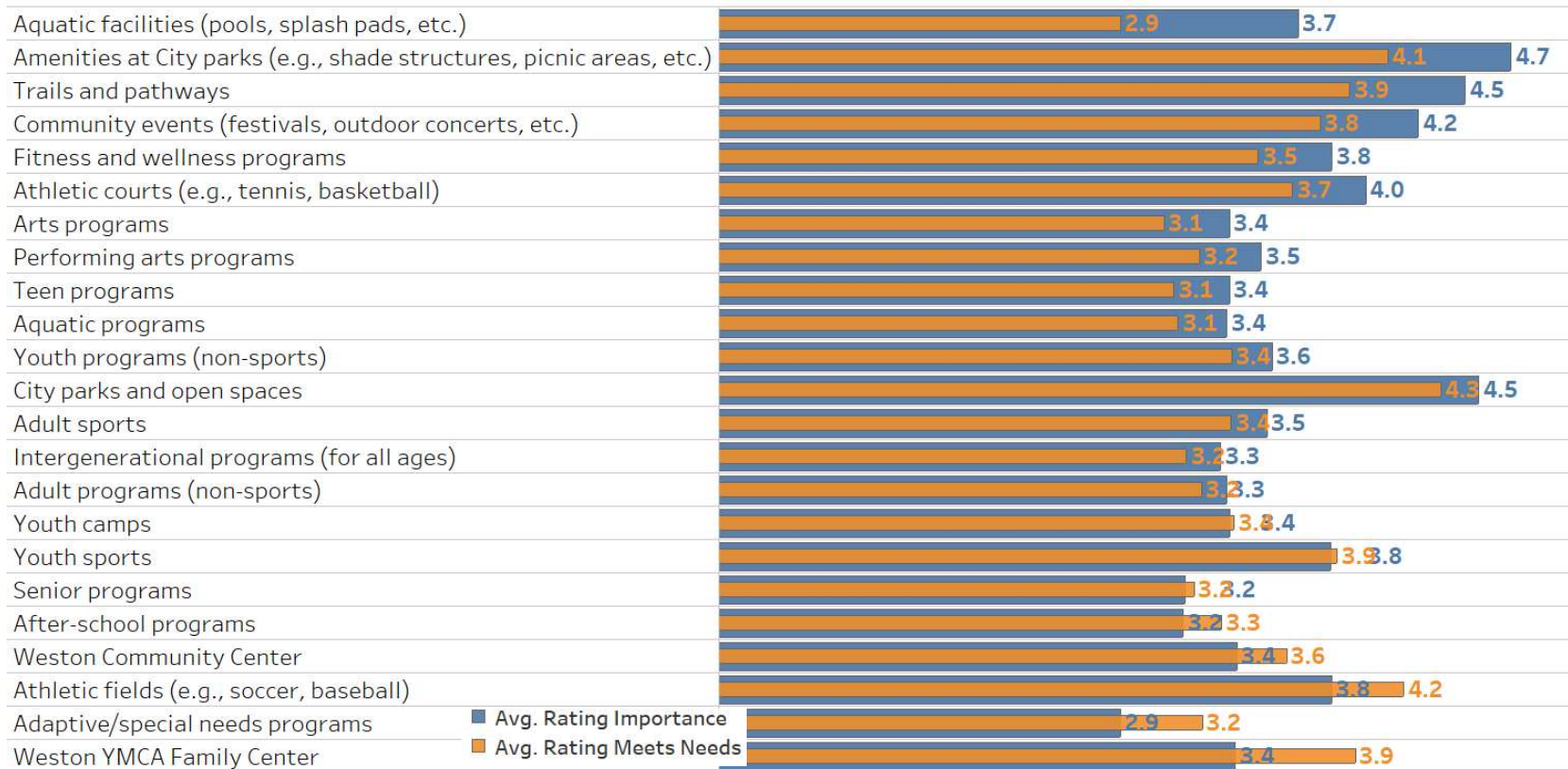


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

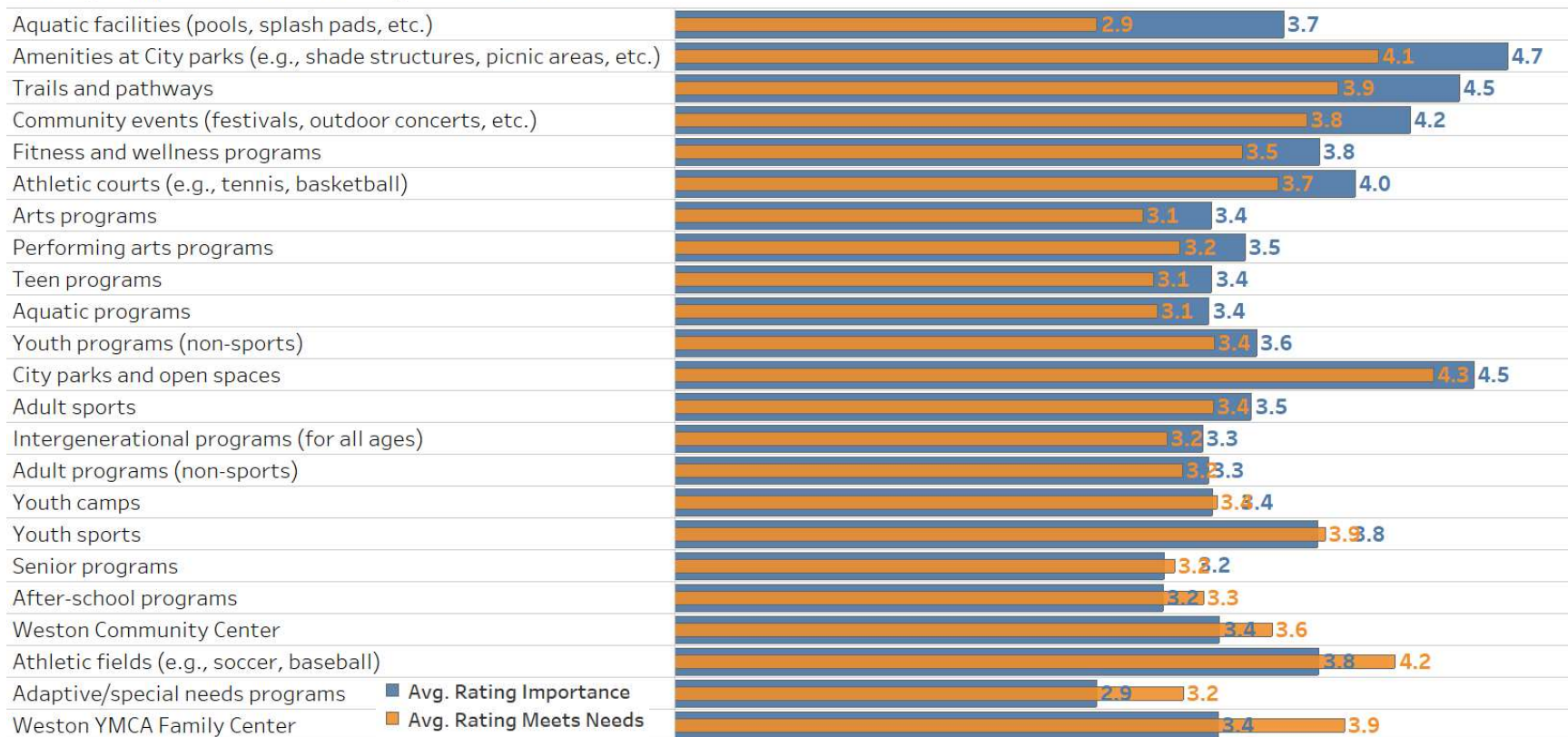
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

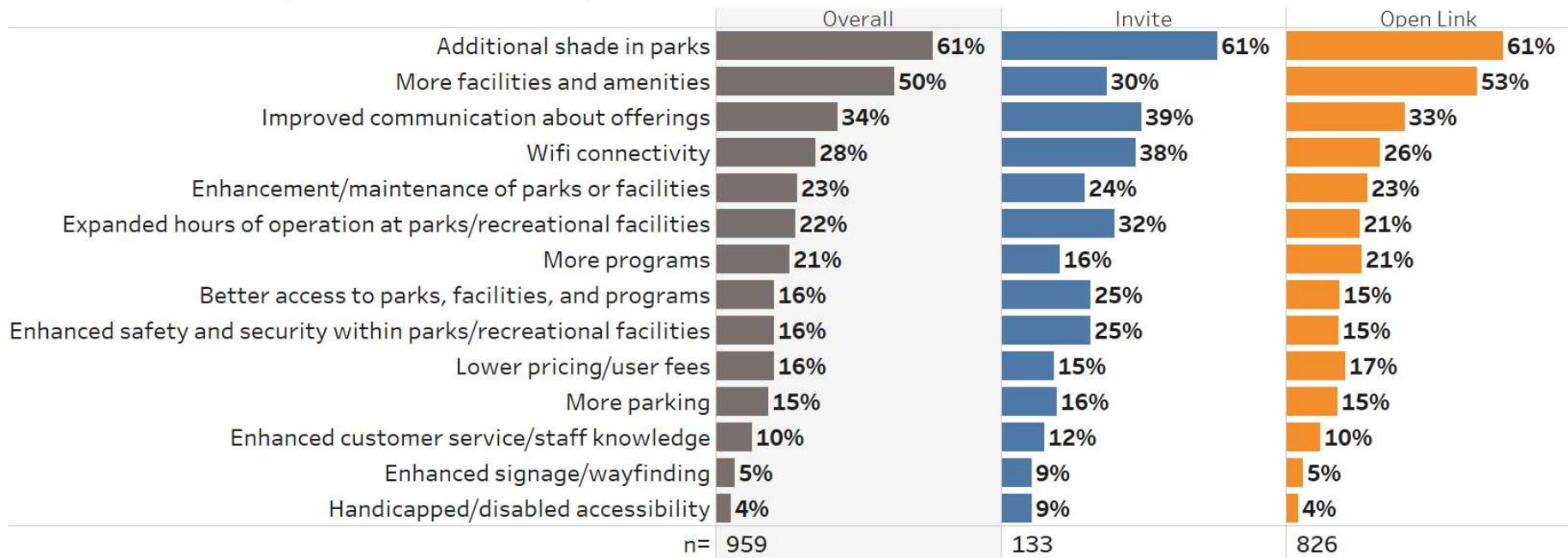


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

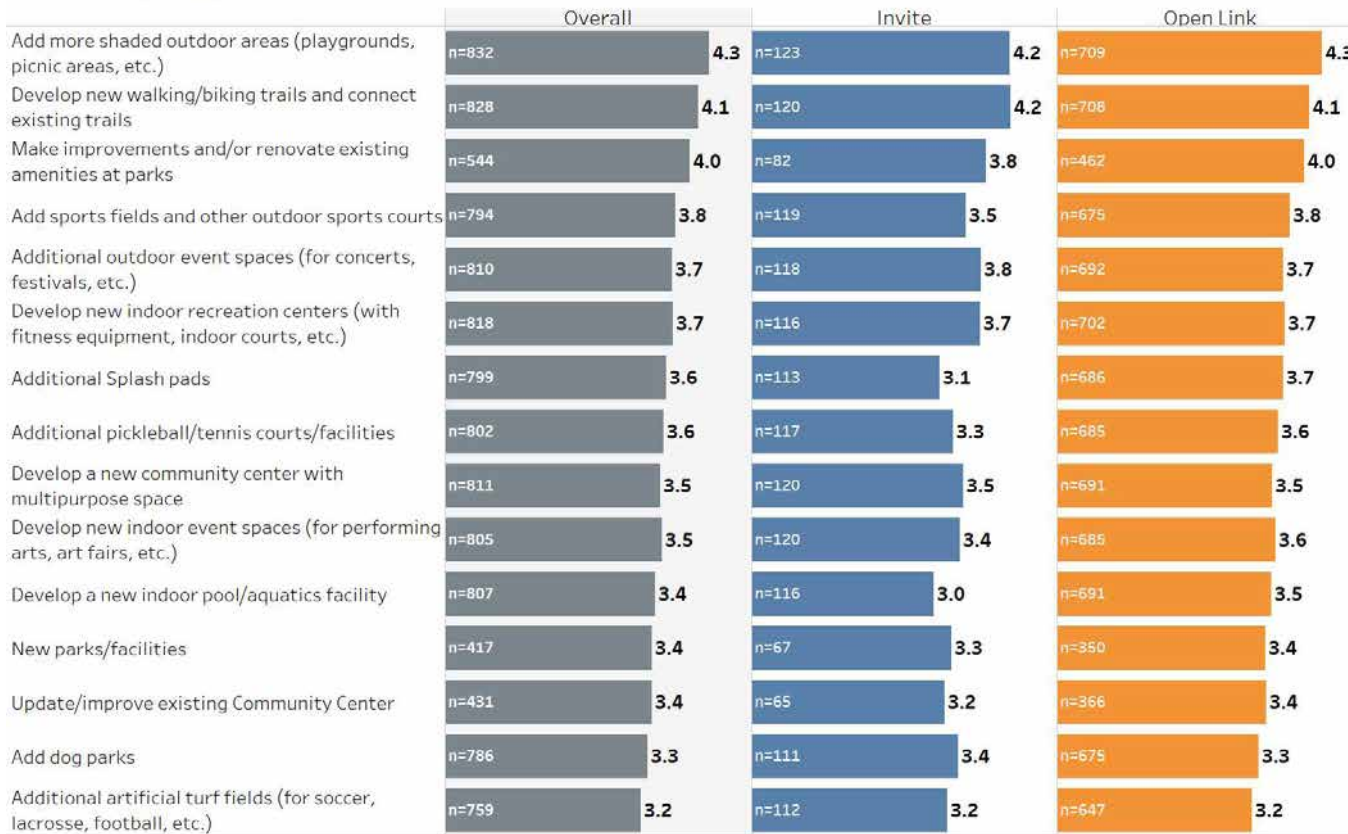




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

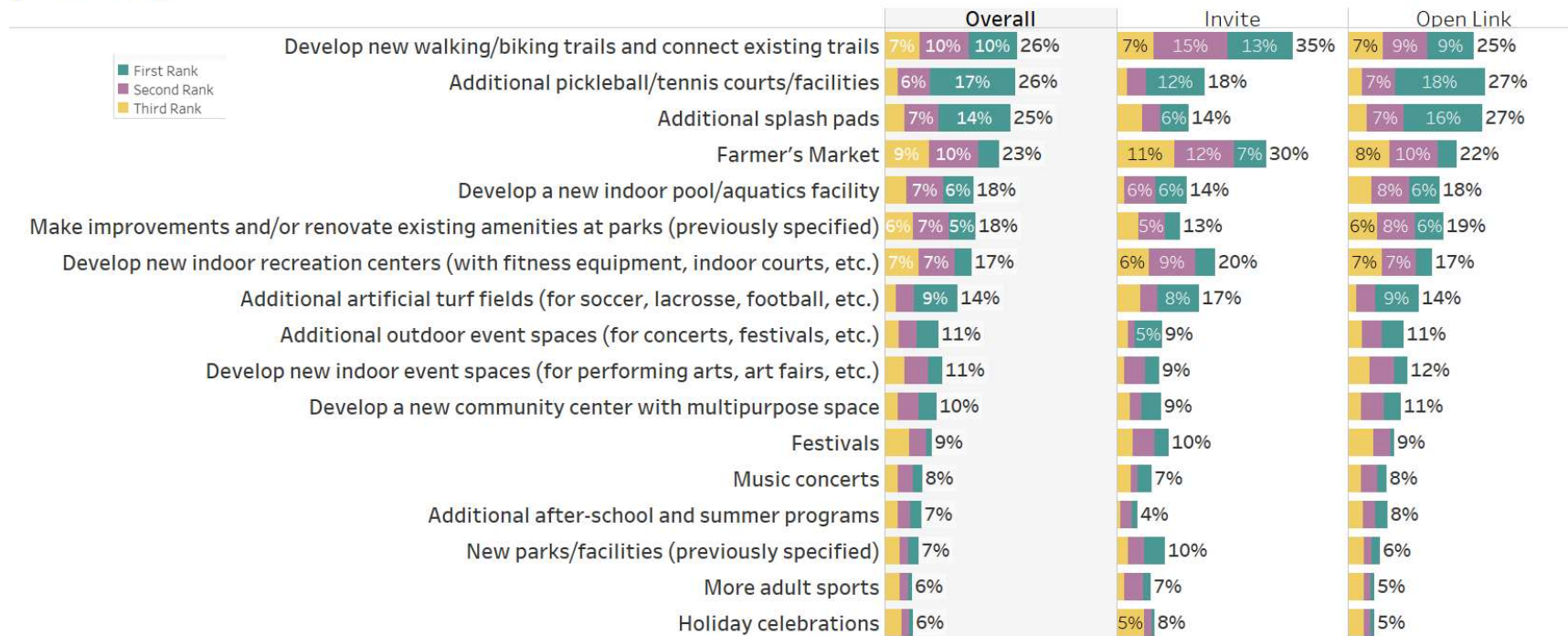
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

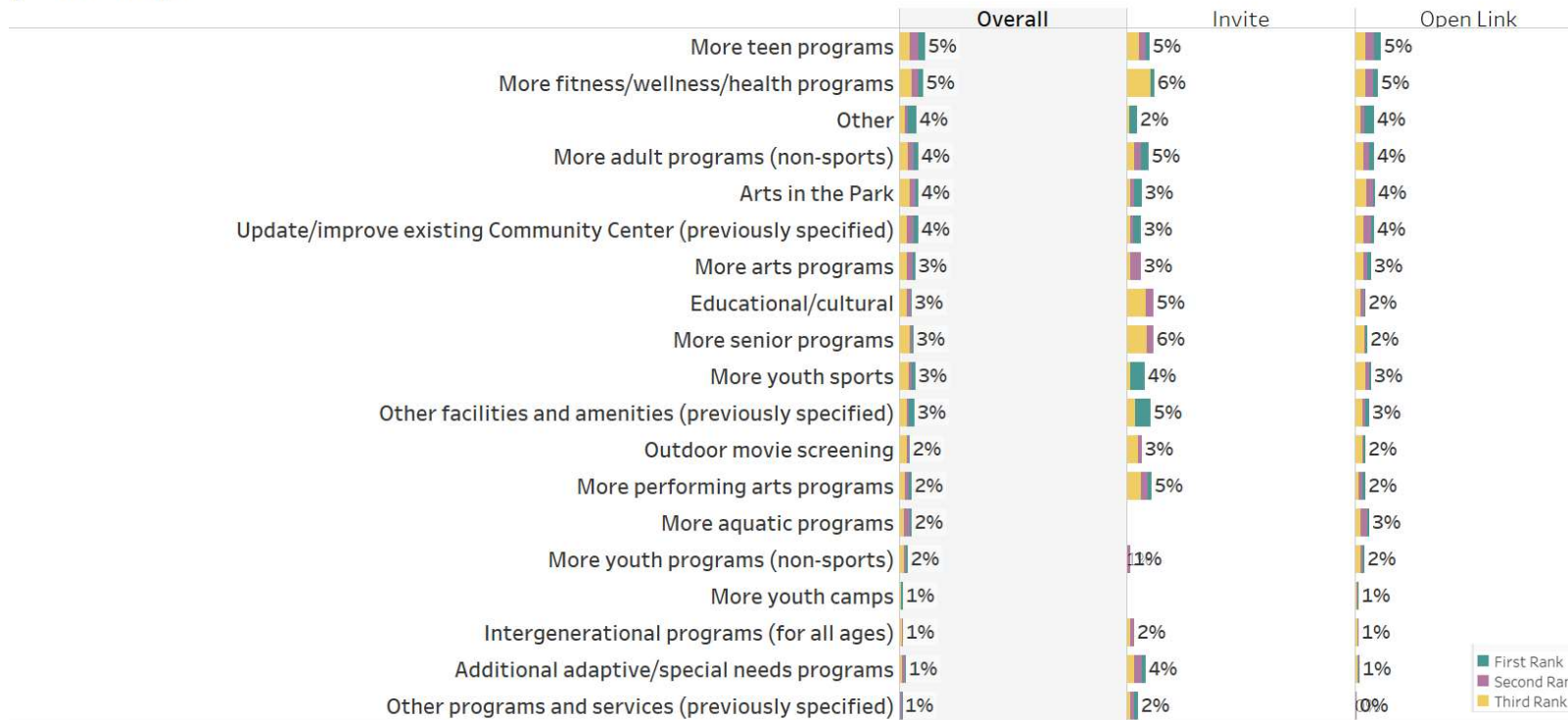


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

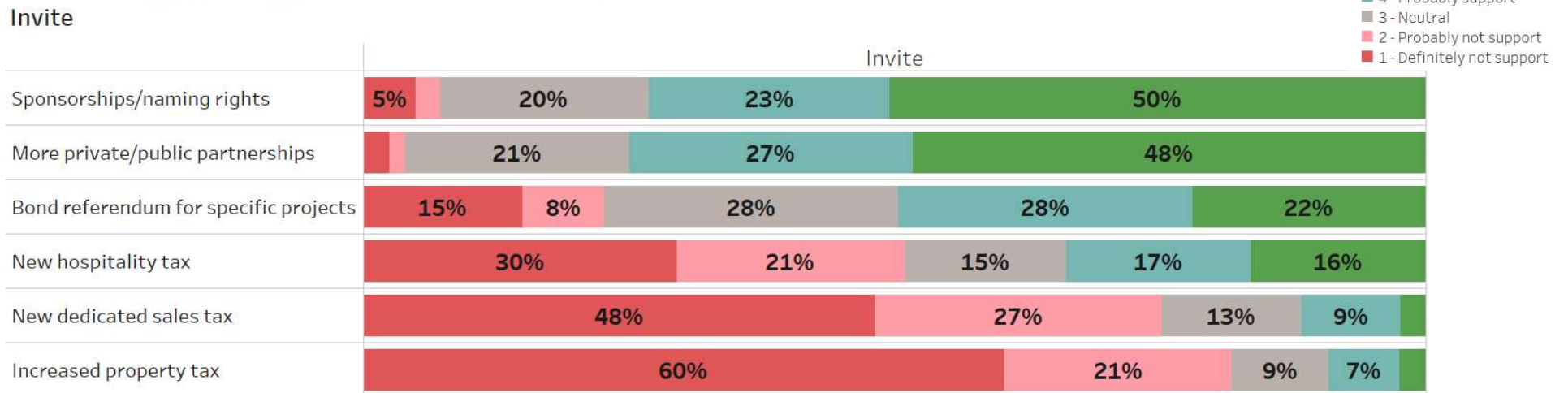
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

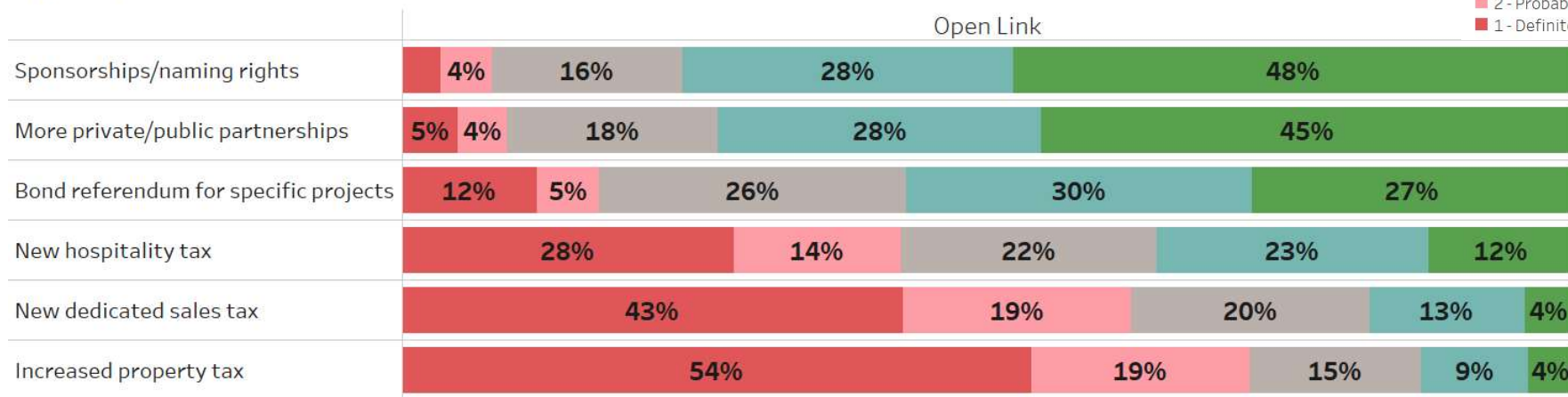
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



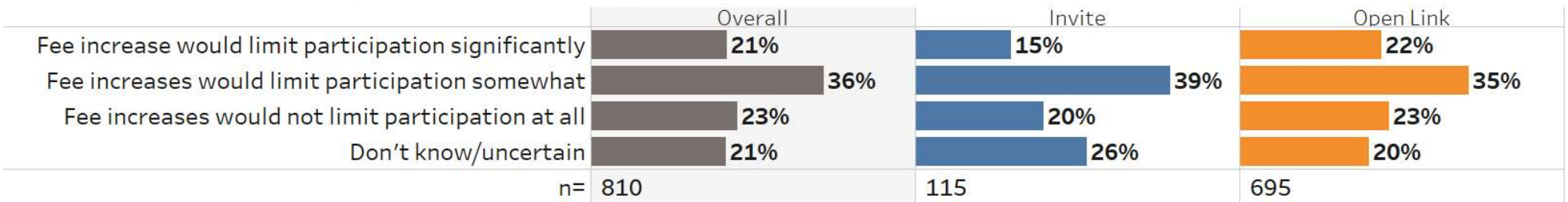
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

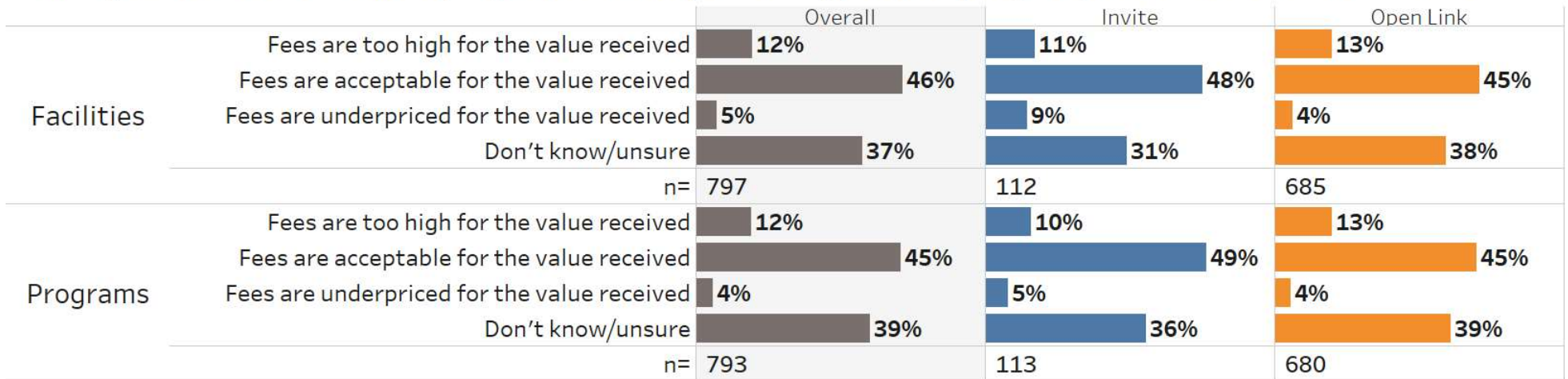


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

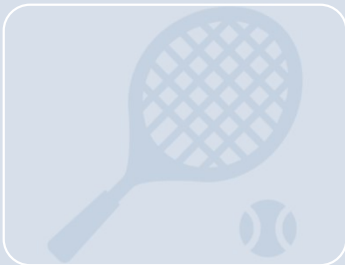


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

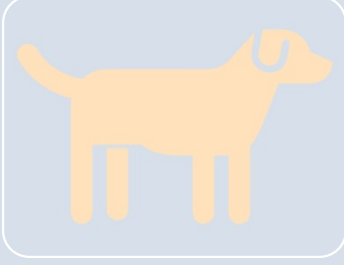
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

# Demographics

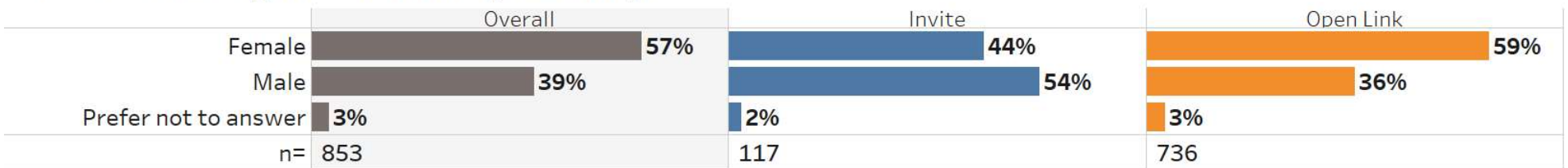




# Gender & Age

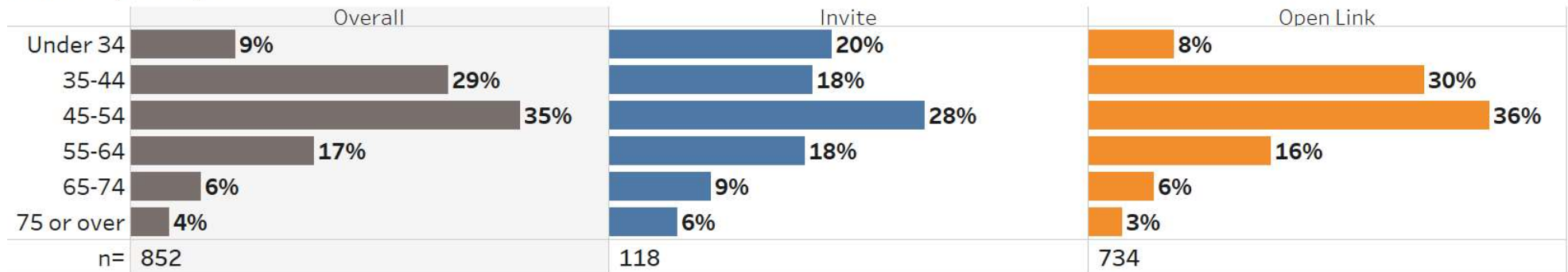
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

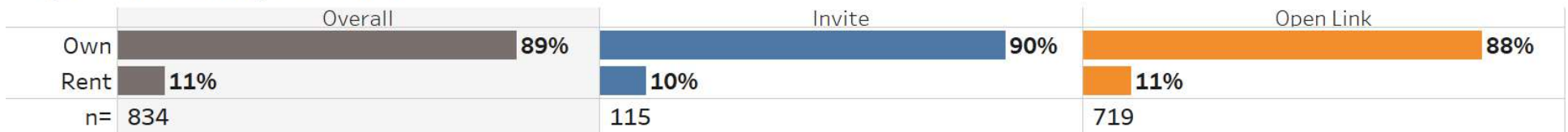
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

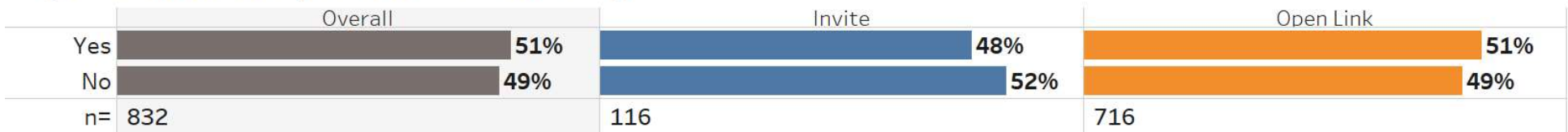
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

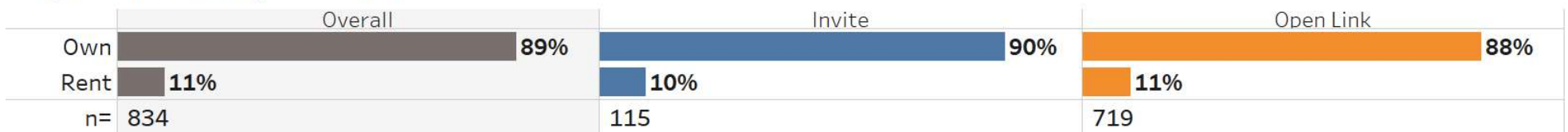


Source: RRC Associates

# Residence Ownership & ADA Needs

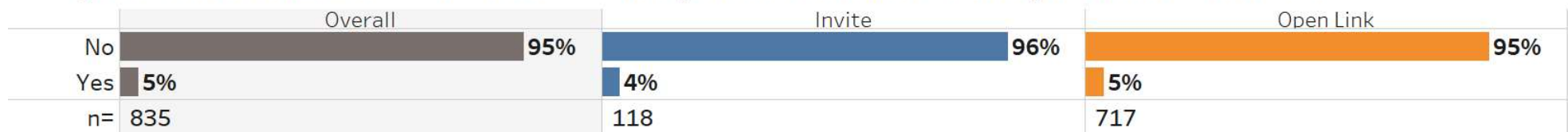
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

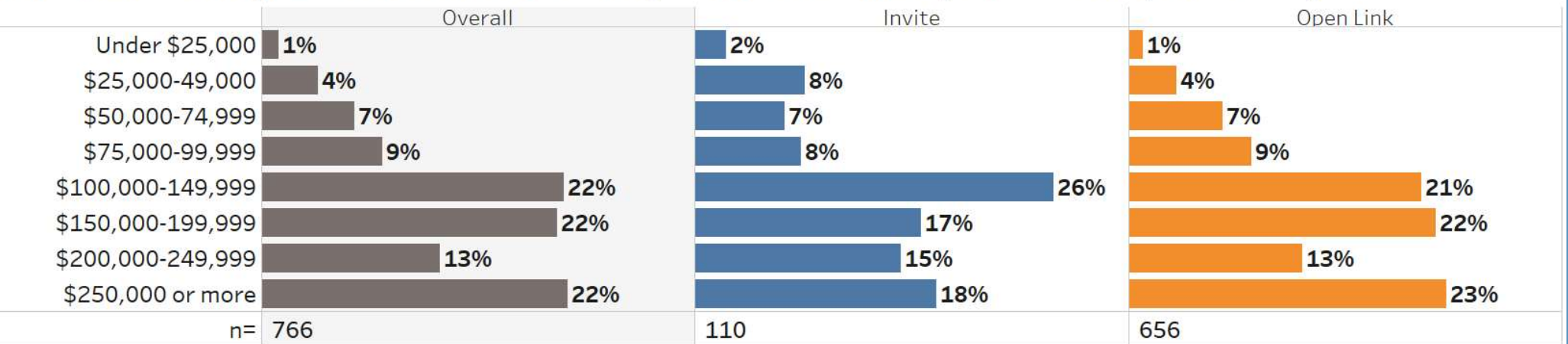
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303



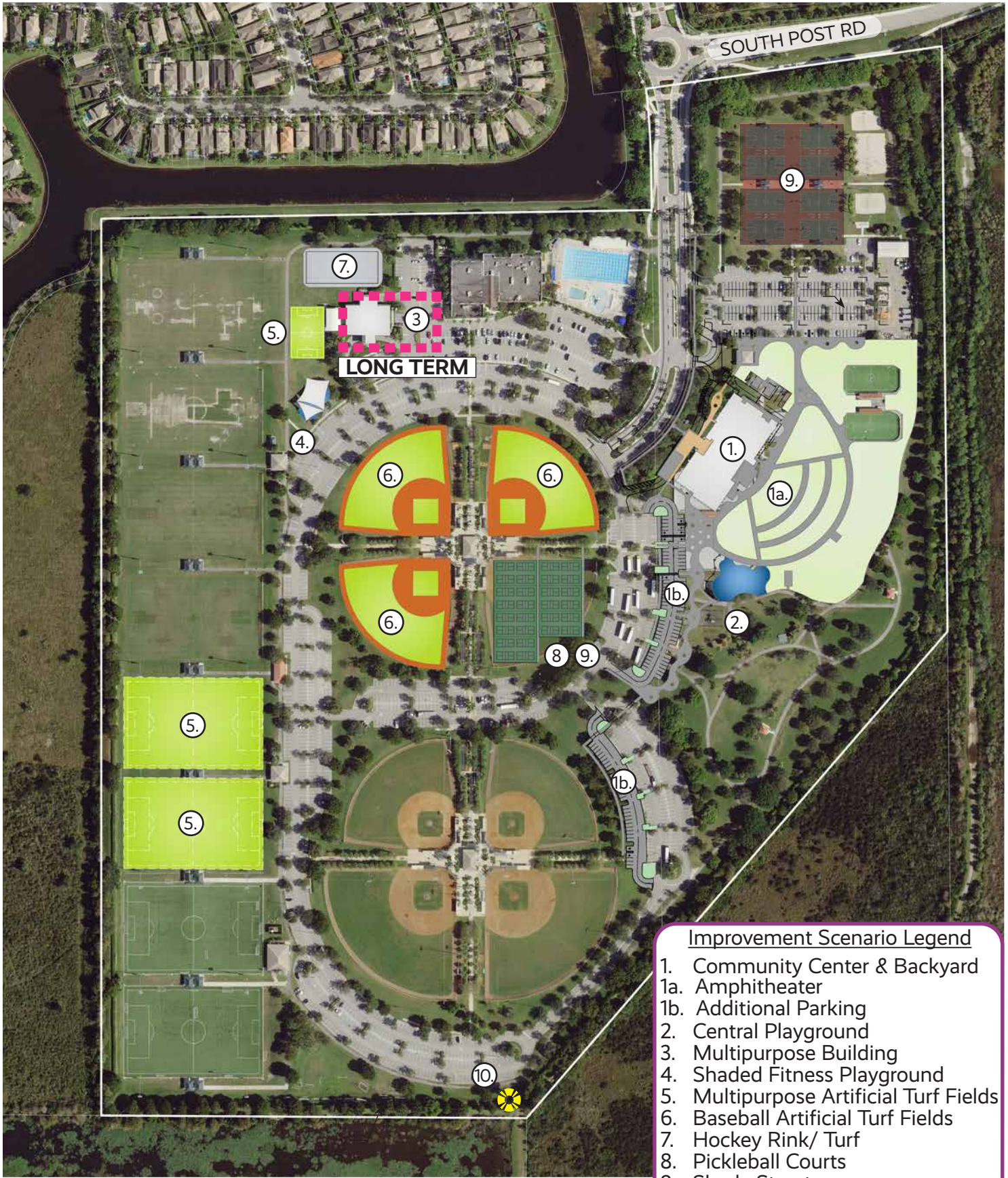
RRC



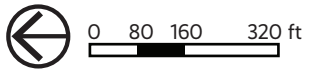




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Karl C. Thompson, P.E.	Assistant City Manager/COO
Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
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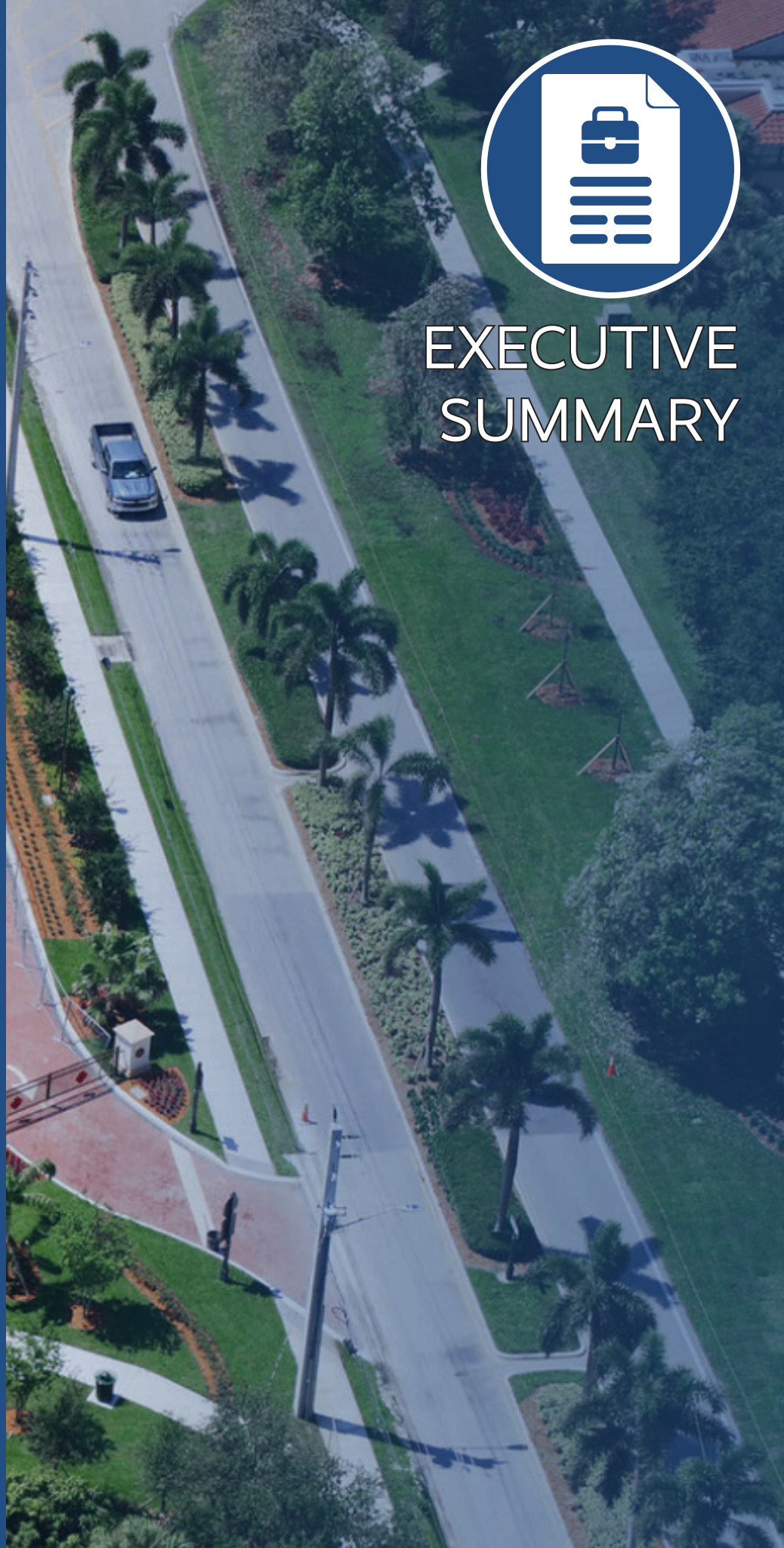
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)
------------------------	----------------------	------------------------

The following is a summary of the implementation plan cost per subsystem:

Subtotal of 1. Park Systems:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$780,000	\$572,500	\$420,000	\$1,772,500
Subtotal of 2. Athletic Facilities :			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
Subtotal of 3. Indoor Recreation:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
Subtotal of 4. Programs and Events:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
Subtotal of 5. Trails & Bike/Pedestrian Facilities:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$100,000	\$50,000	\$0	\$150,000

Grand Total:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
*Grand Total:			
\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







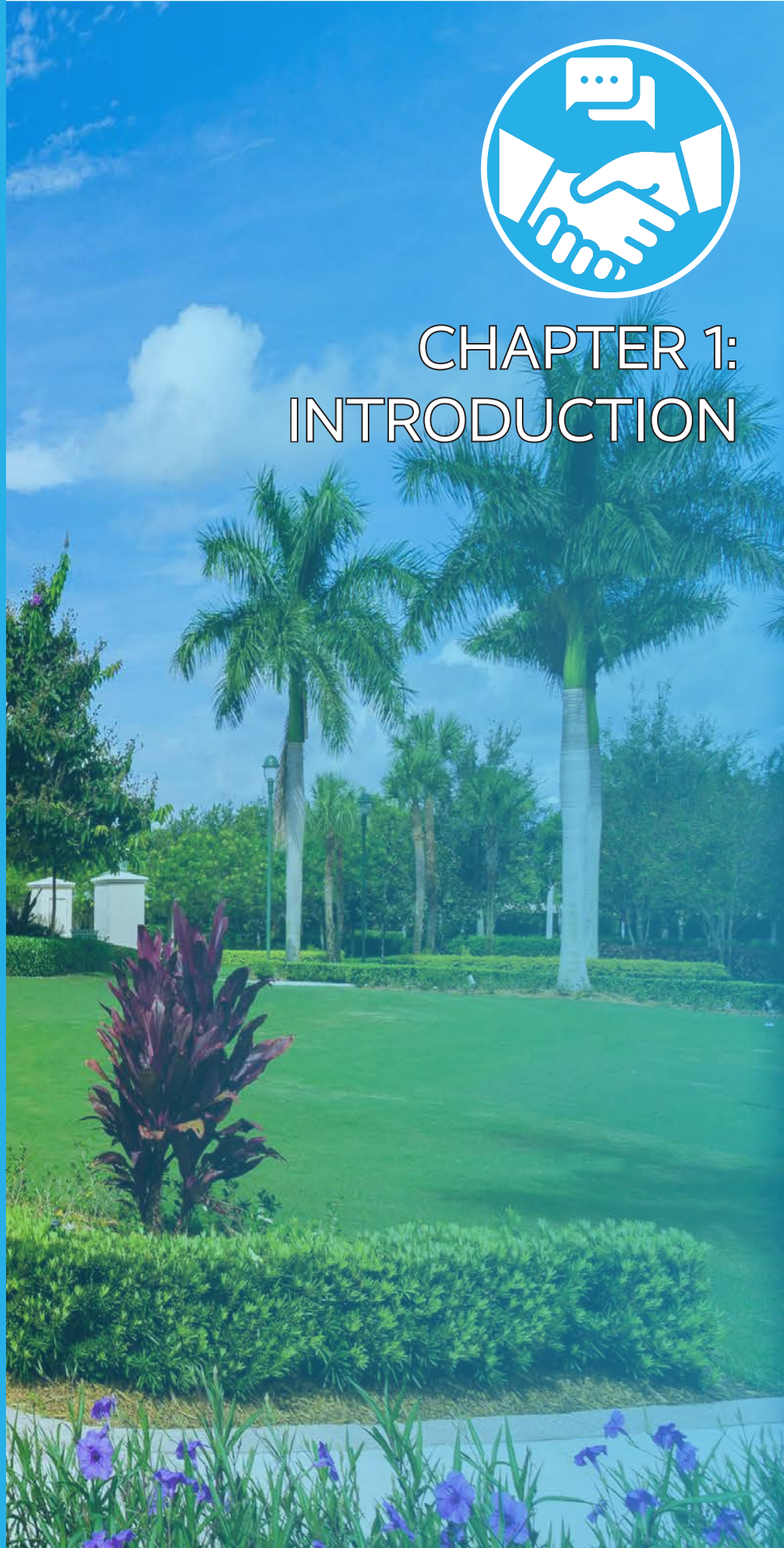
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process







### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

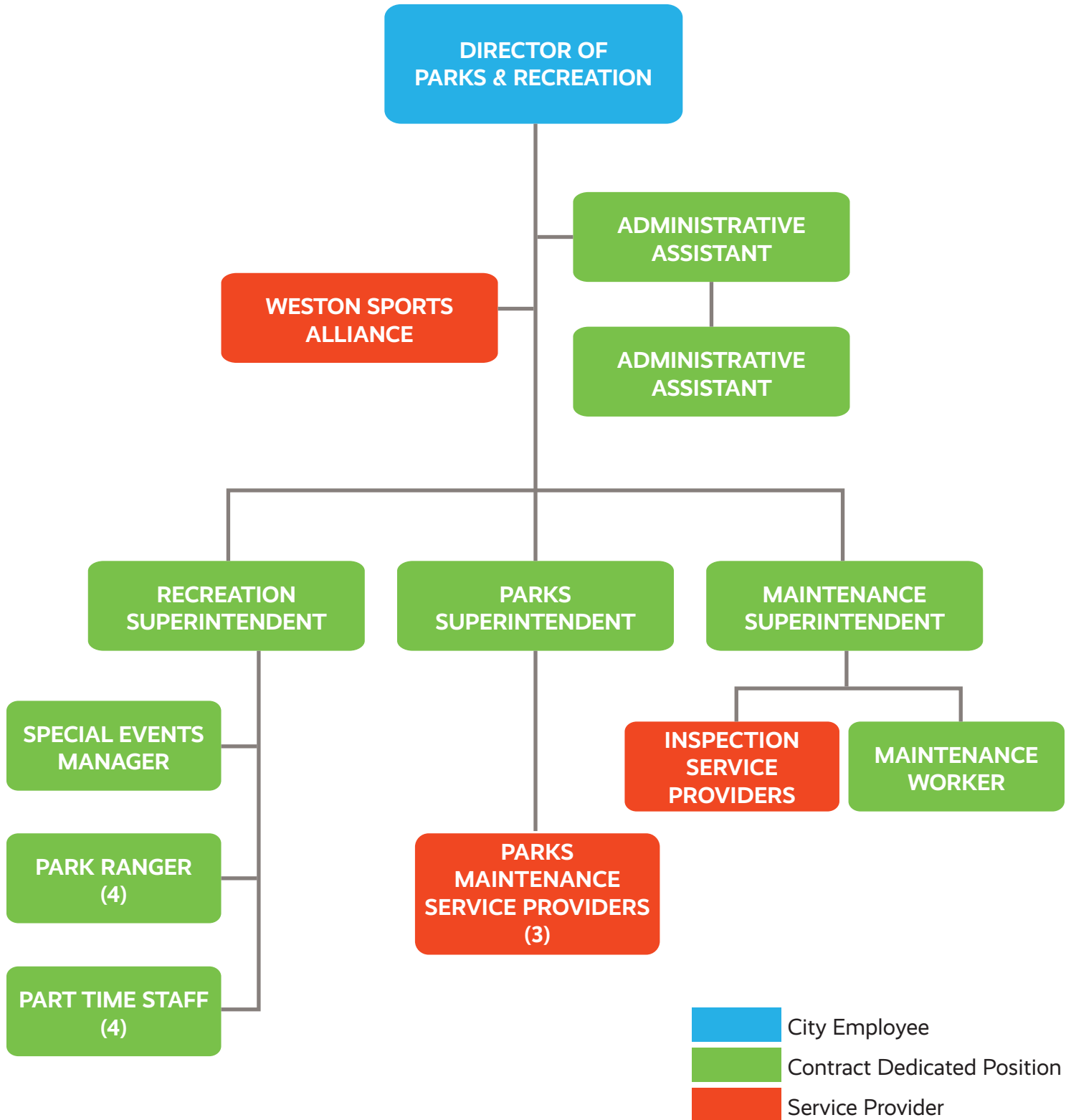


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

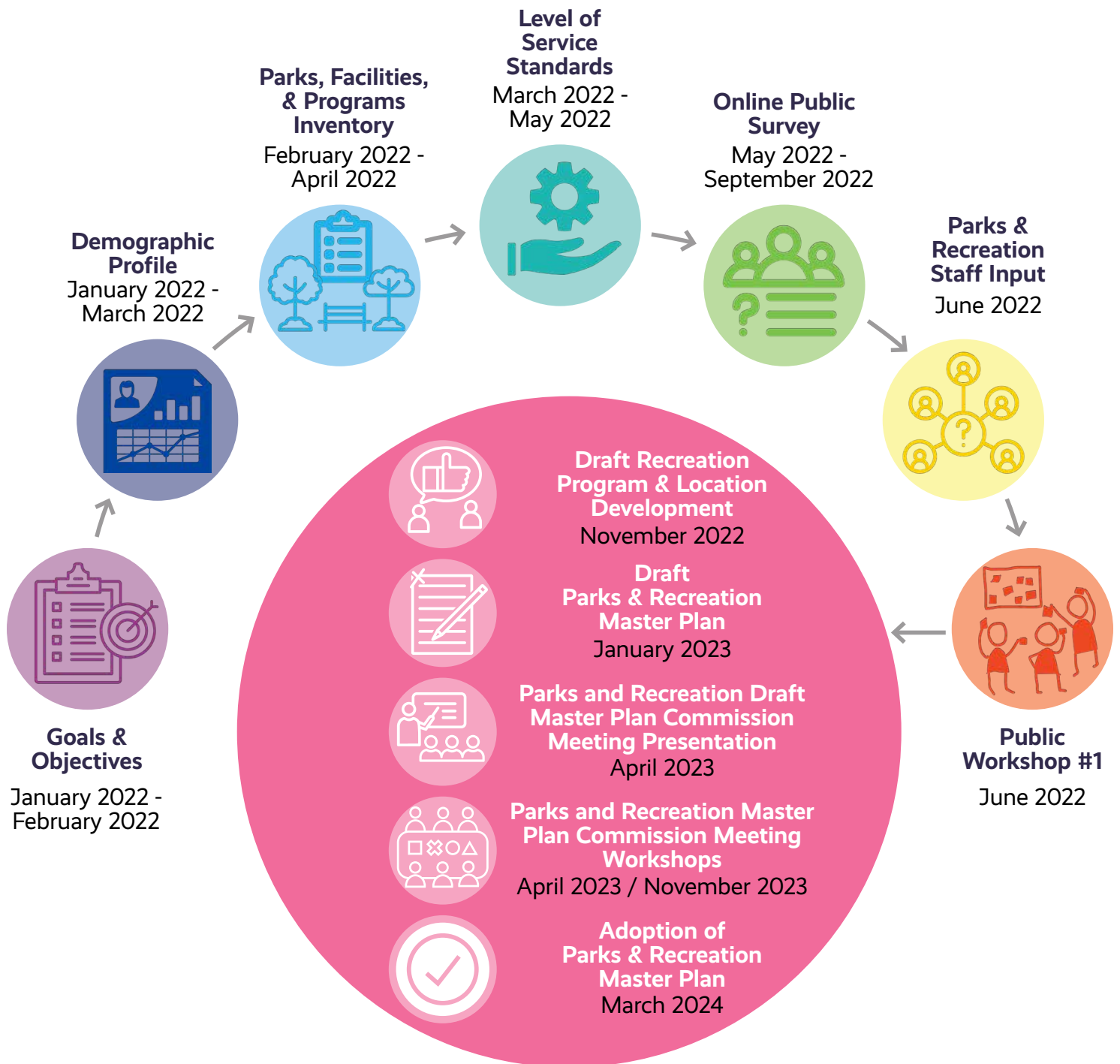


Figure 1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

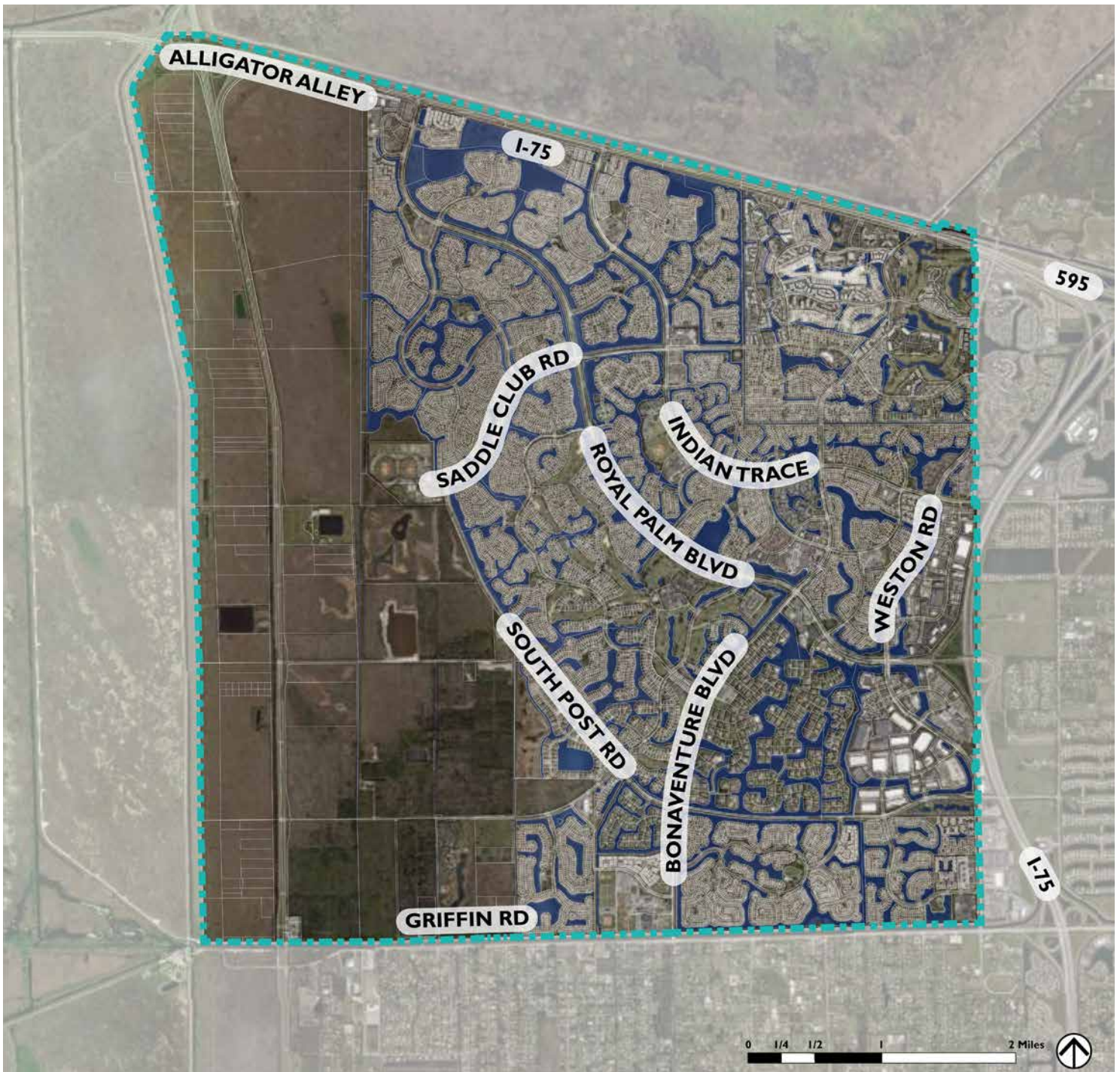


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

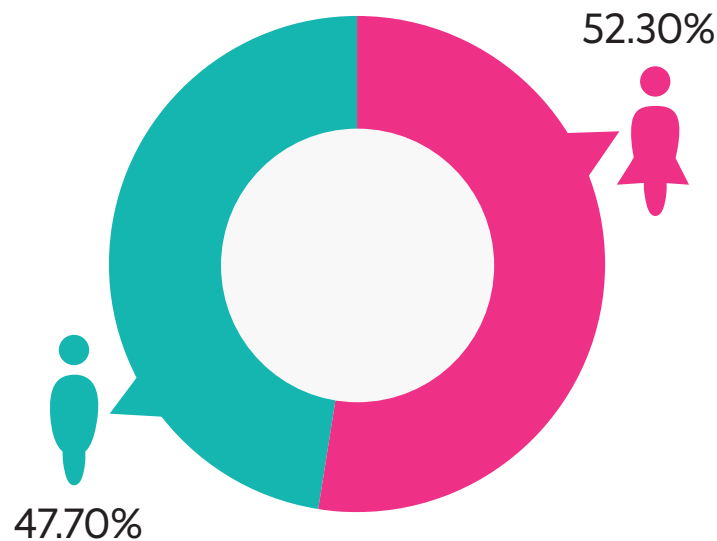


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

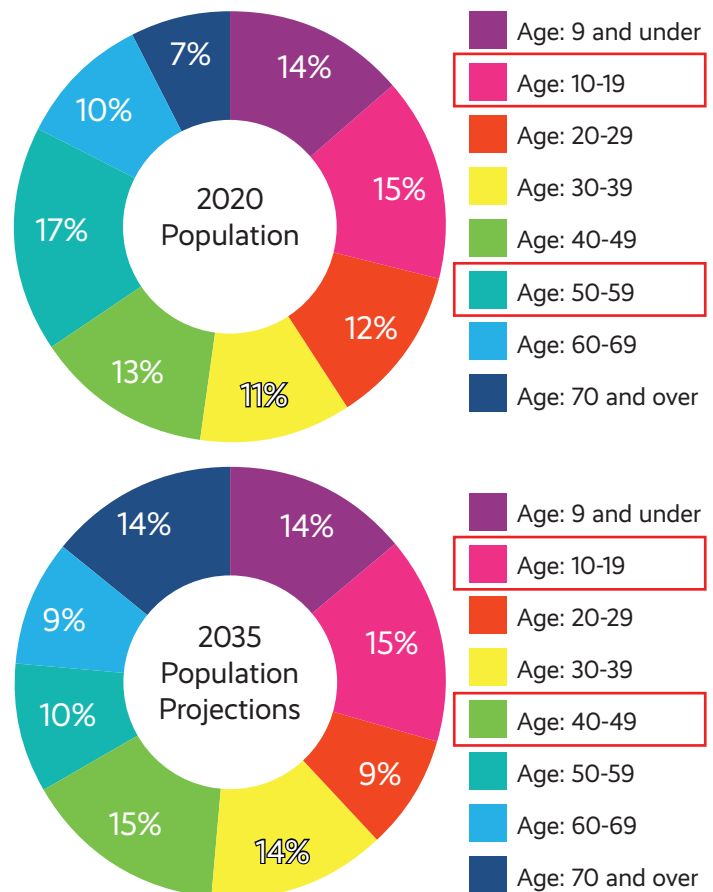


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

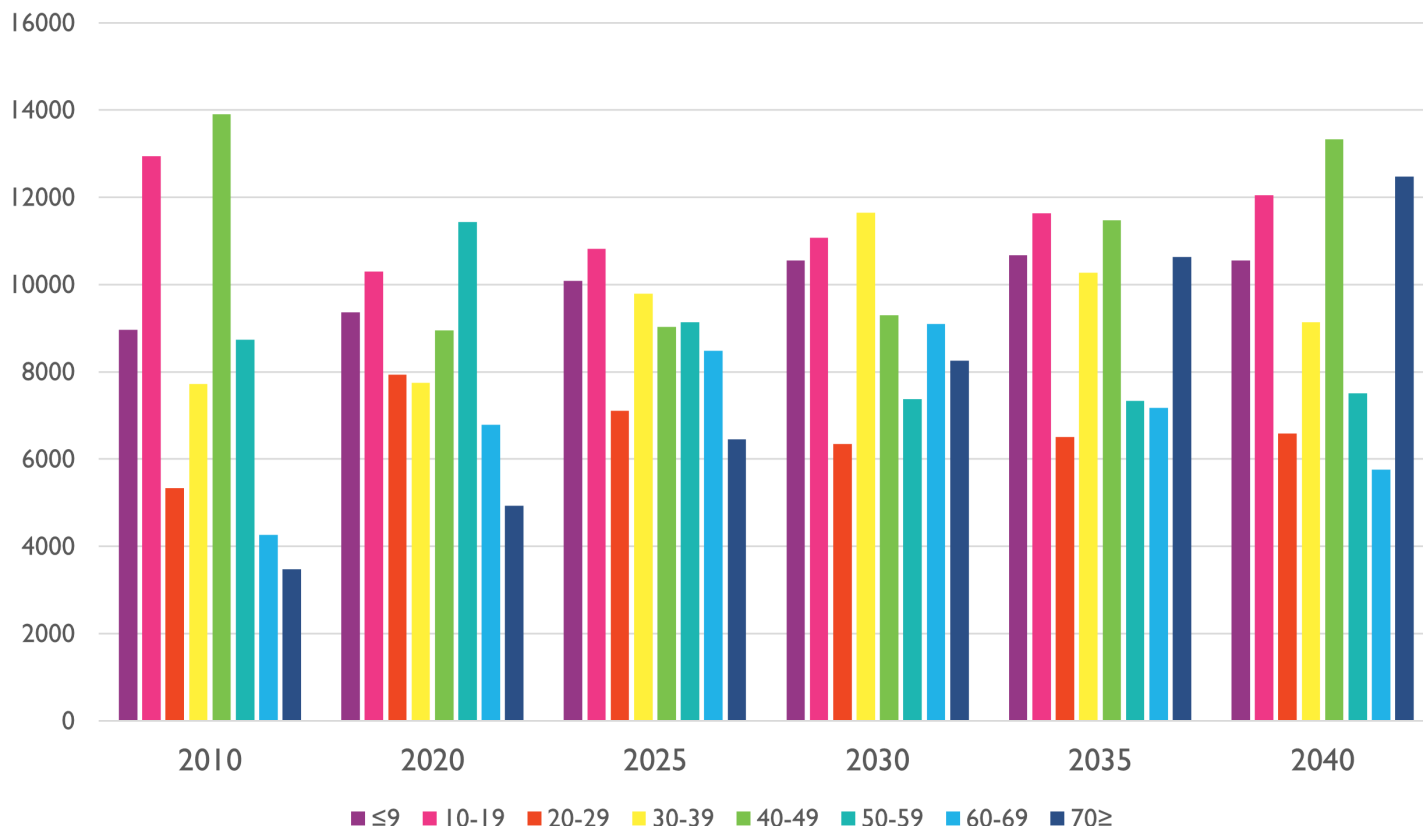


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

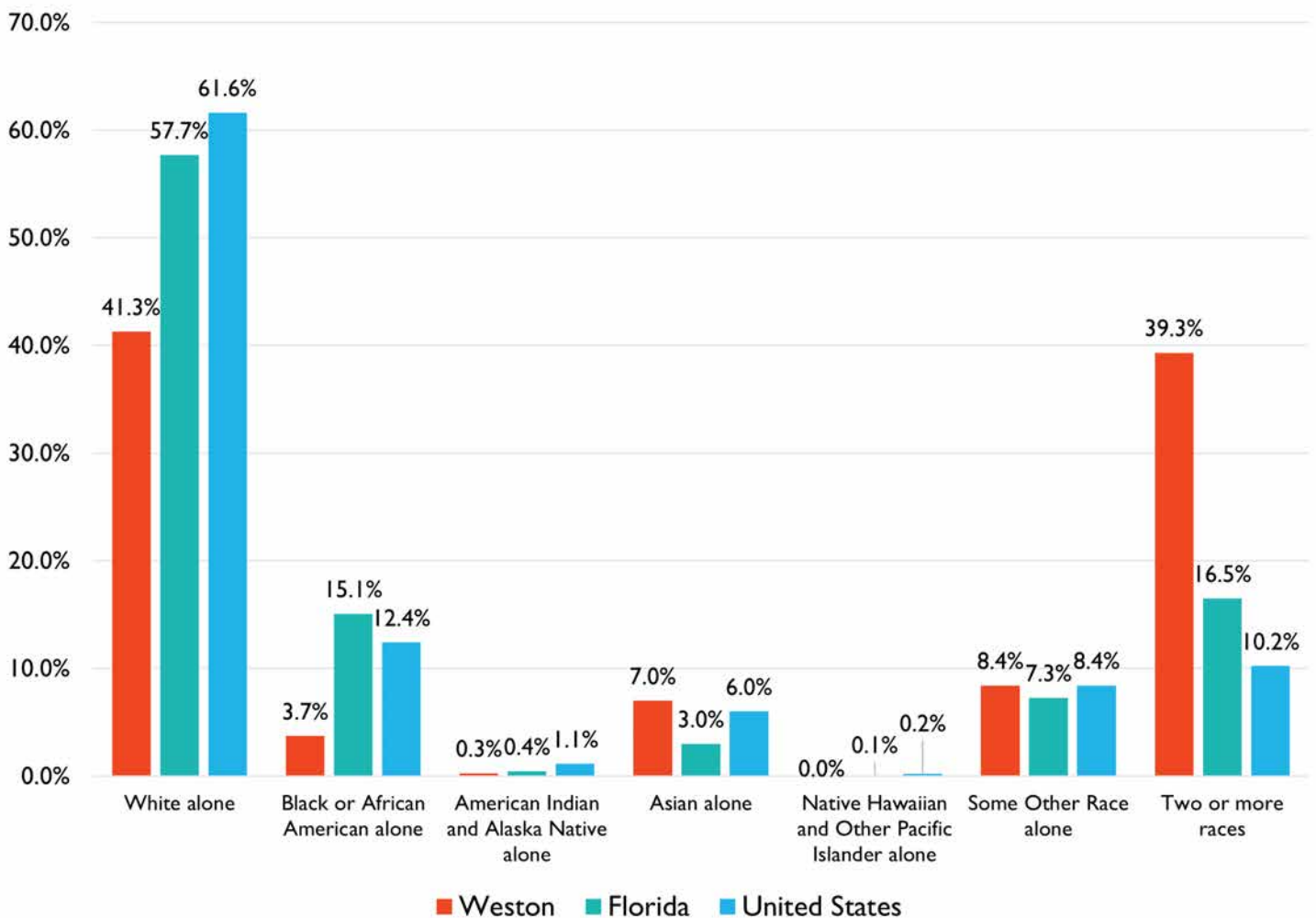


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

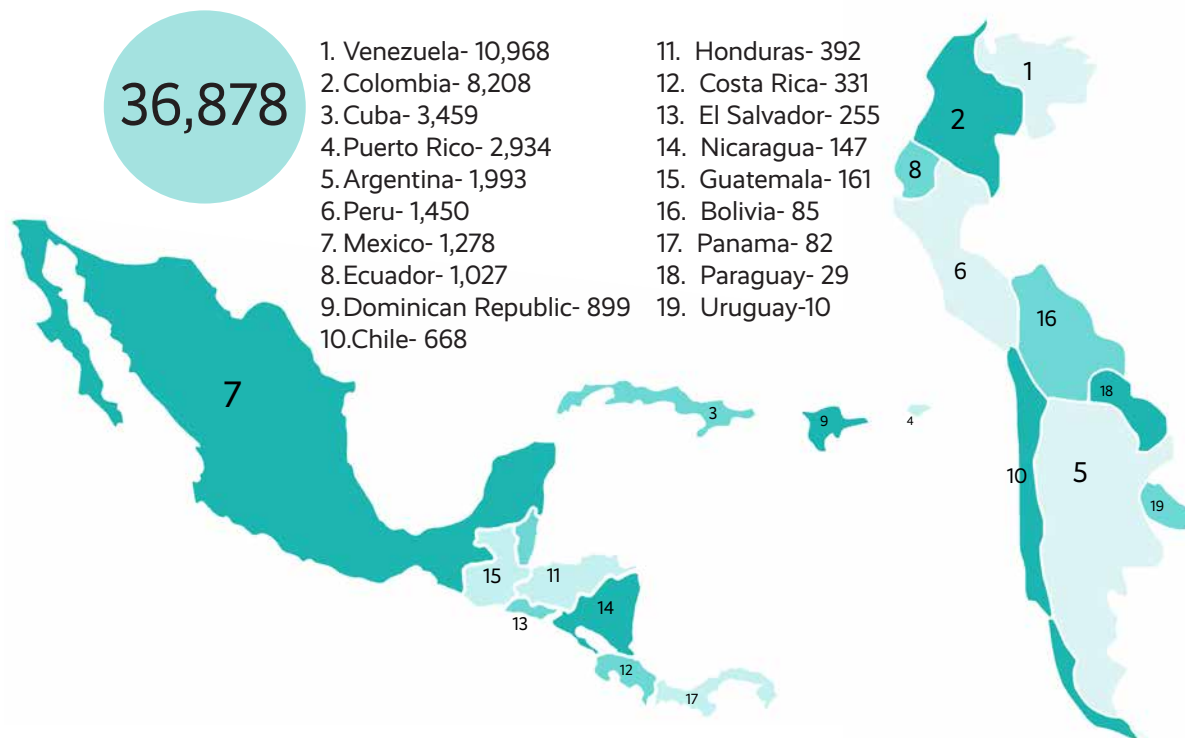


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

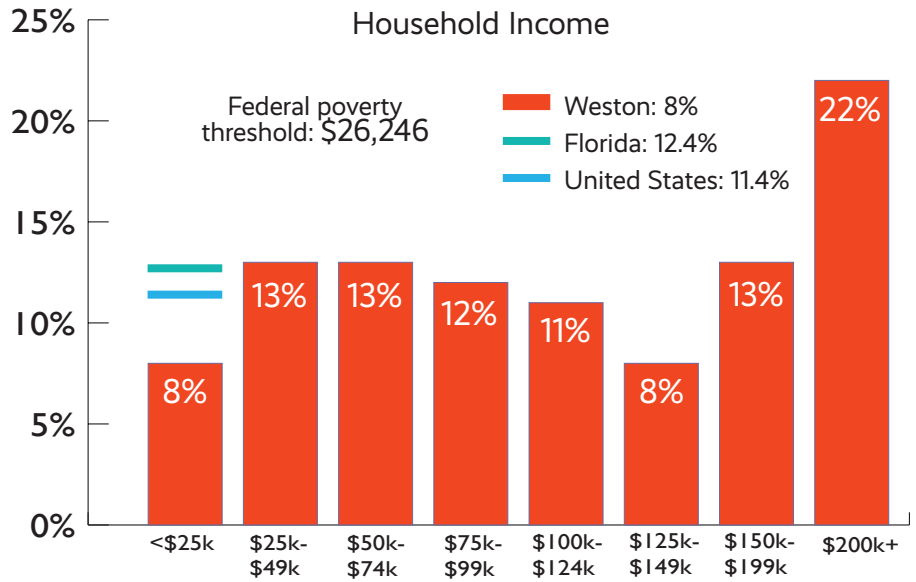


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

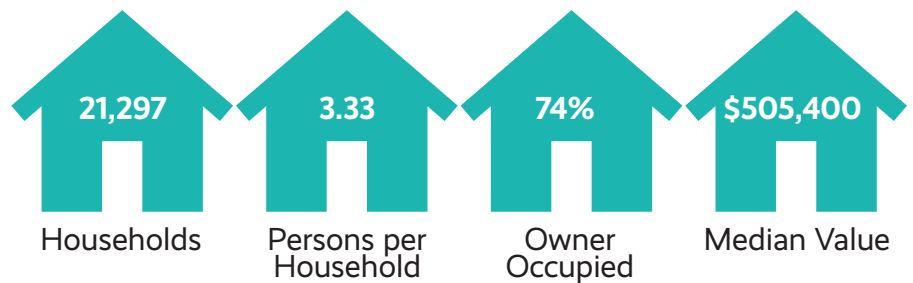


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

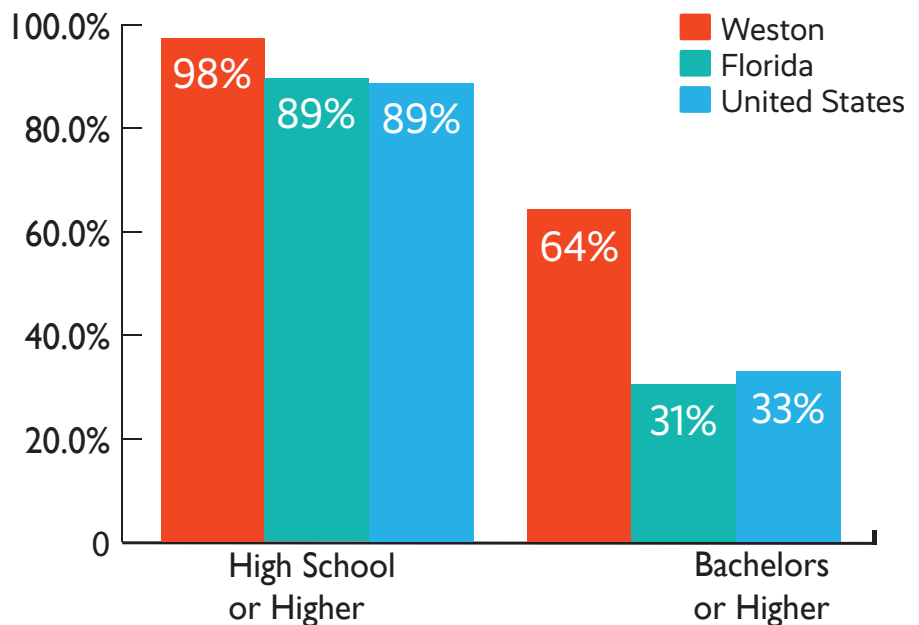


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

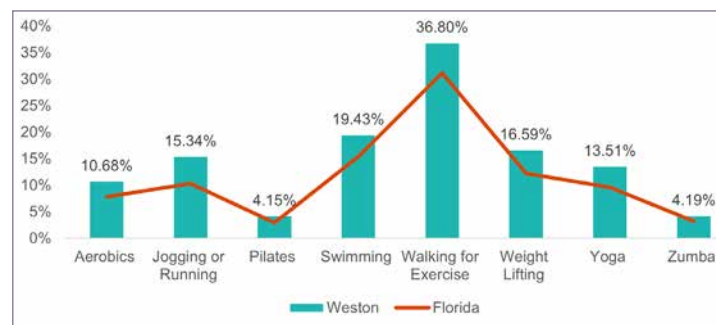


Figure 2.15: Adult Participation in Fitness Activities

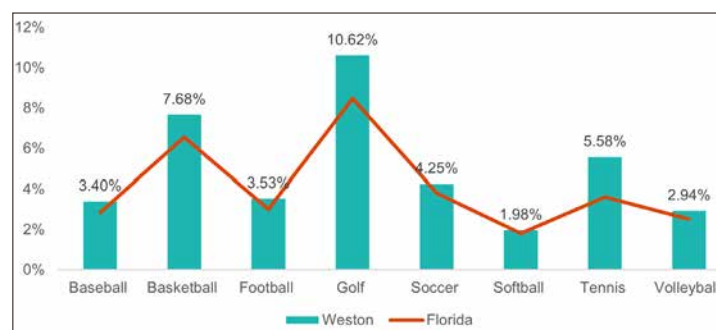


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

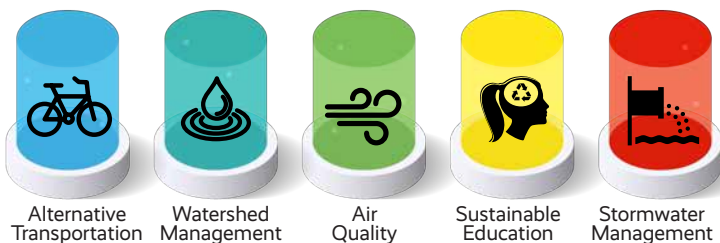


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

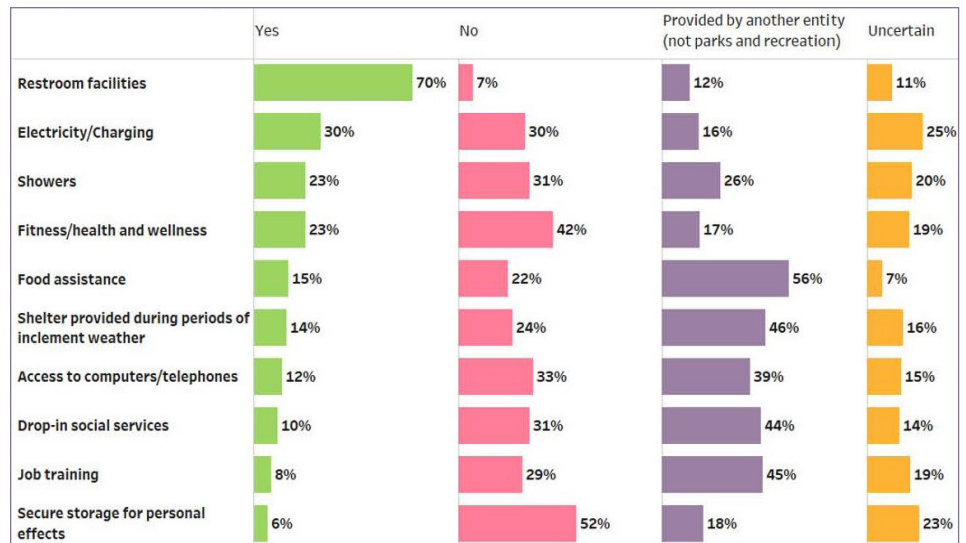


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

## Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

## Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

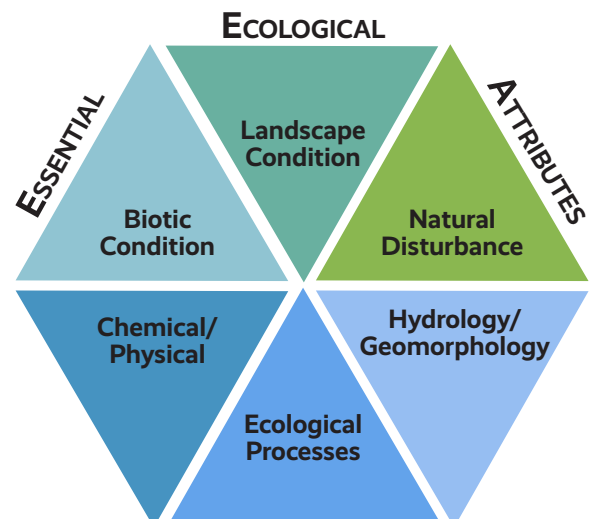


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

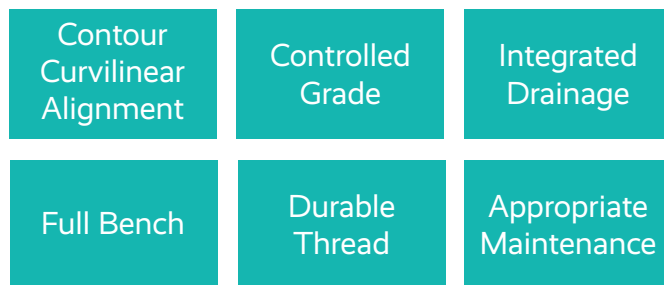
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

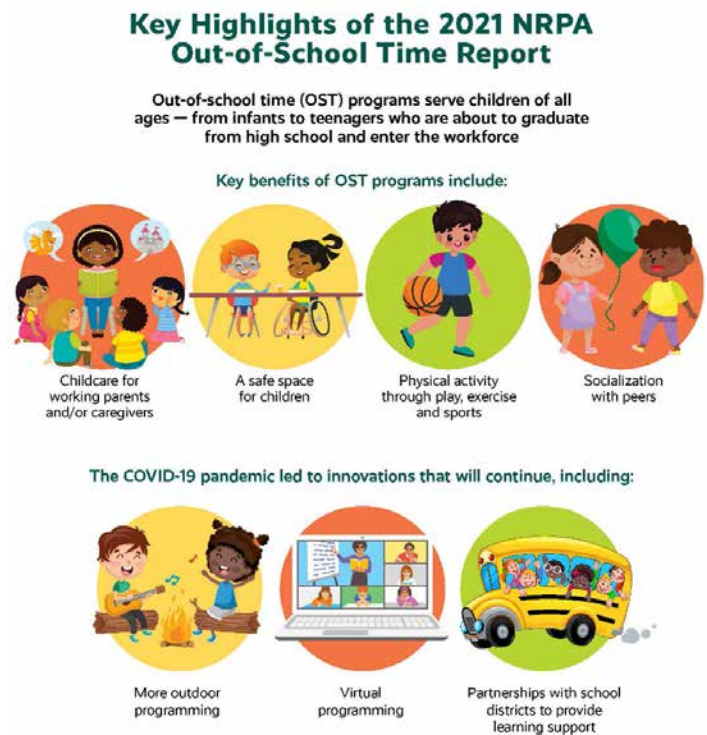


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

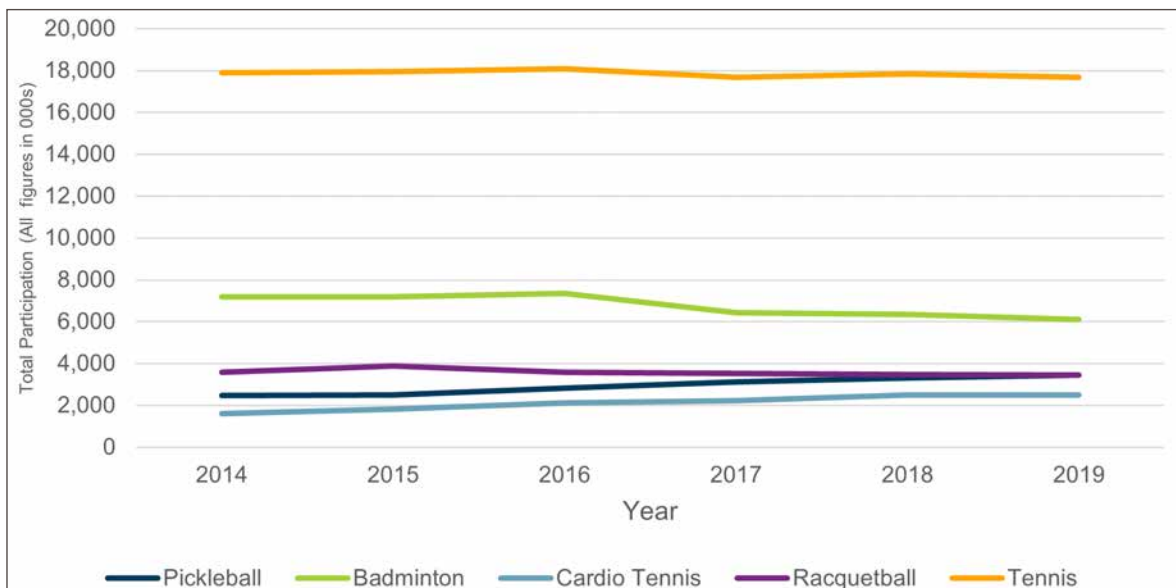


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.





### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated that prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

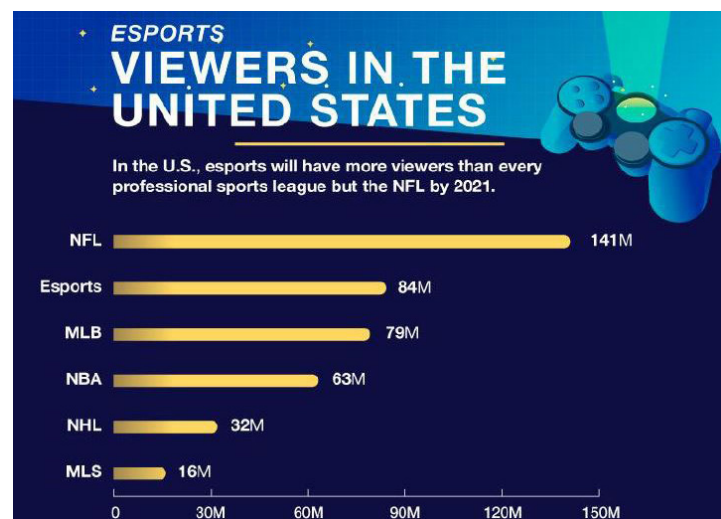


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

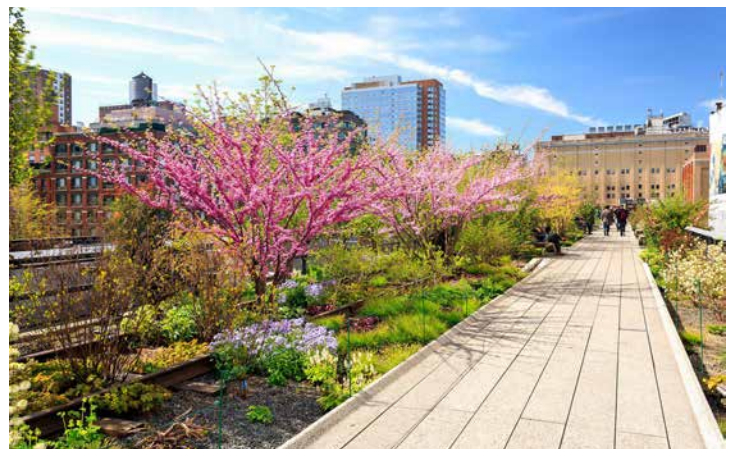


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.5: City Parks Map

\* Note: Parks are listed alphabetically





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1			6		1		8	3	2	2	2	4				1
Windmill Ranch Park	5.23	1								1						1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







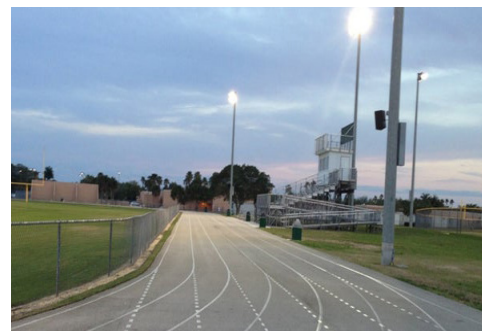
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



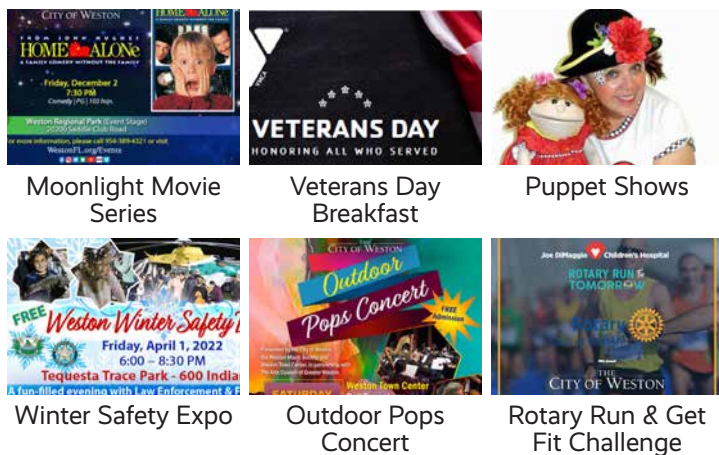
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

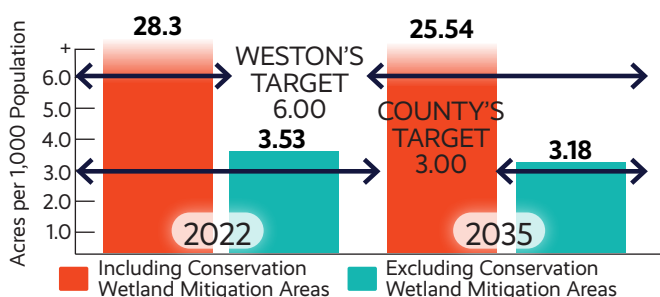


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

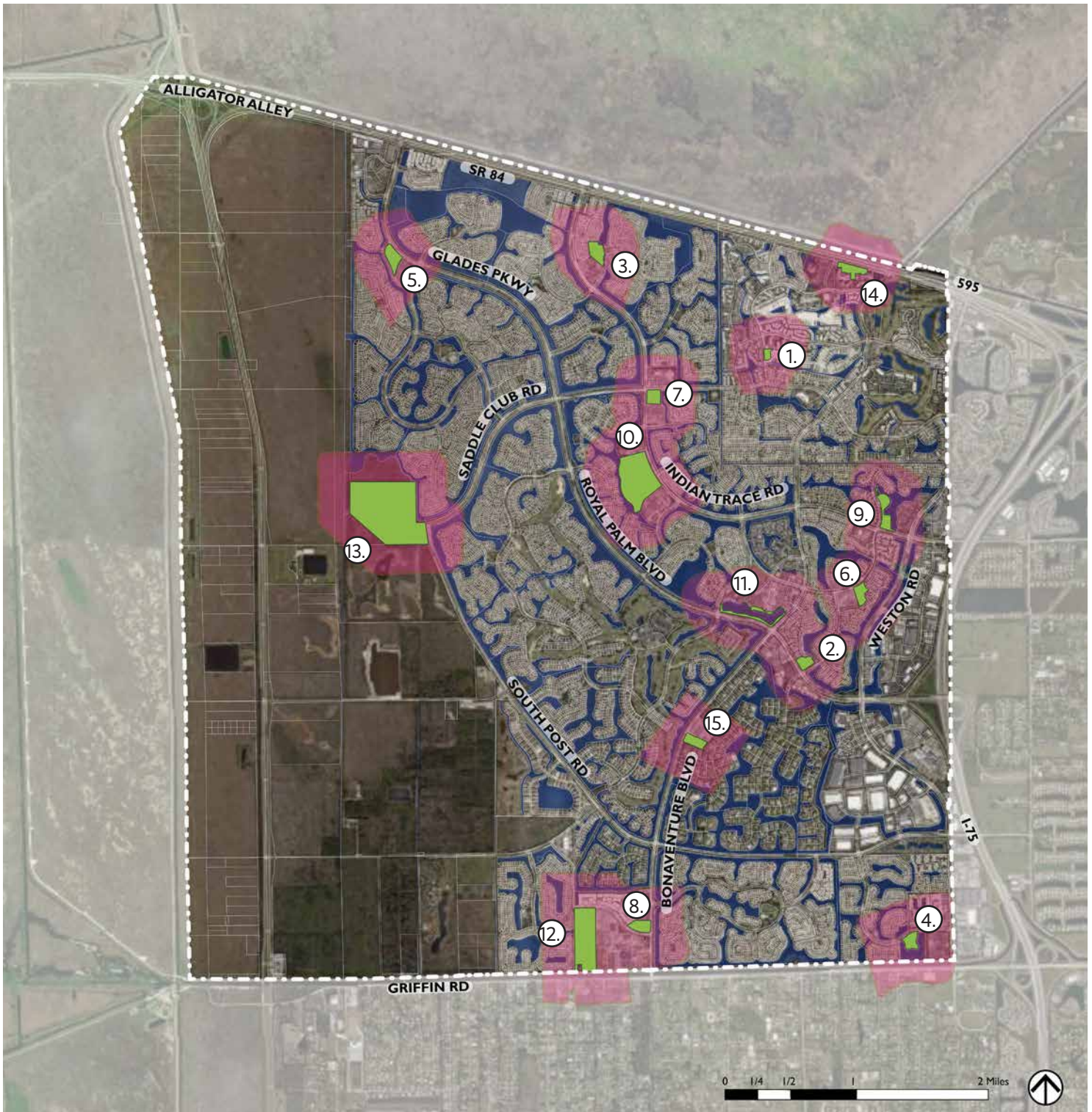
The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.










### City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

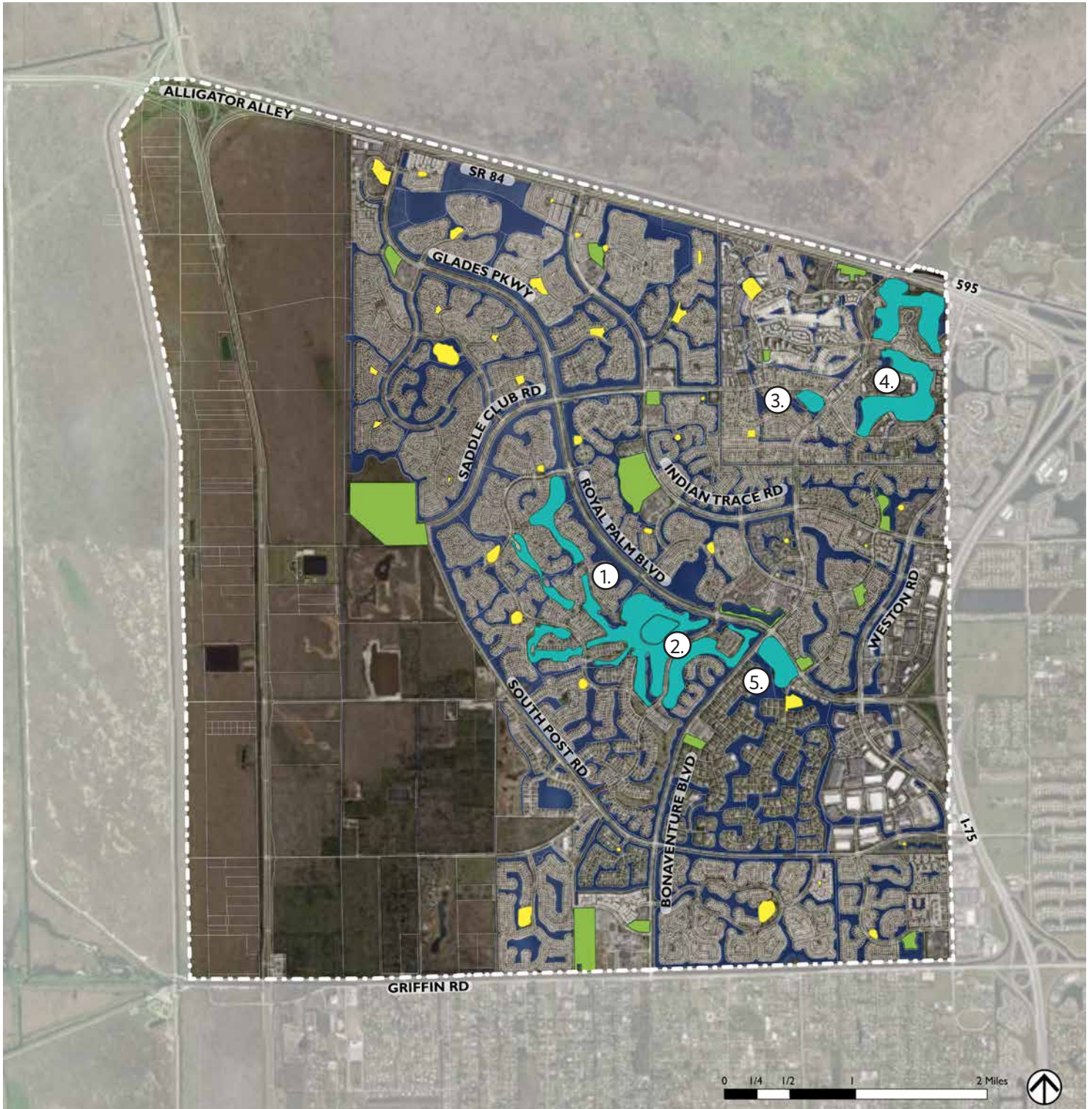
Figure 3.10: City Park Walkability (5-min Parkshed)











## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

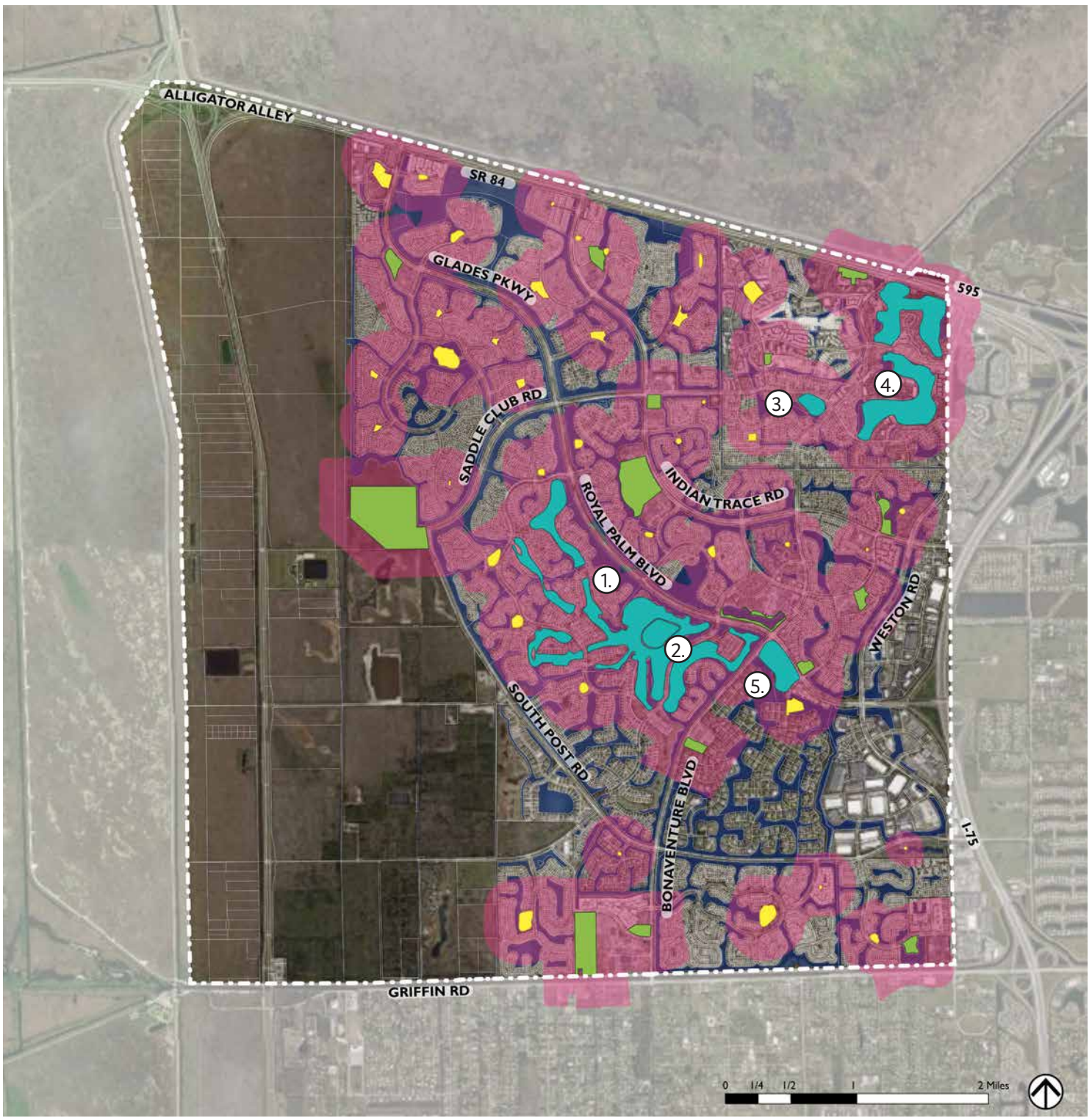
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

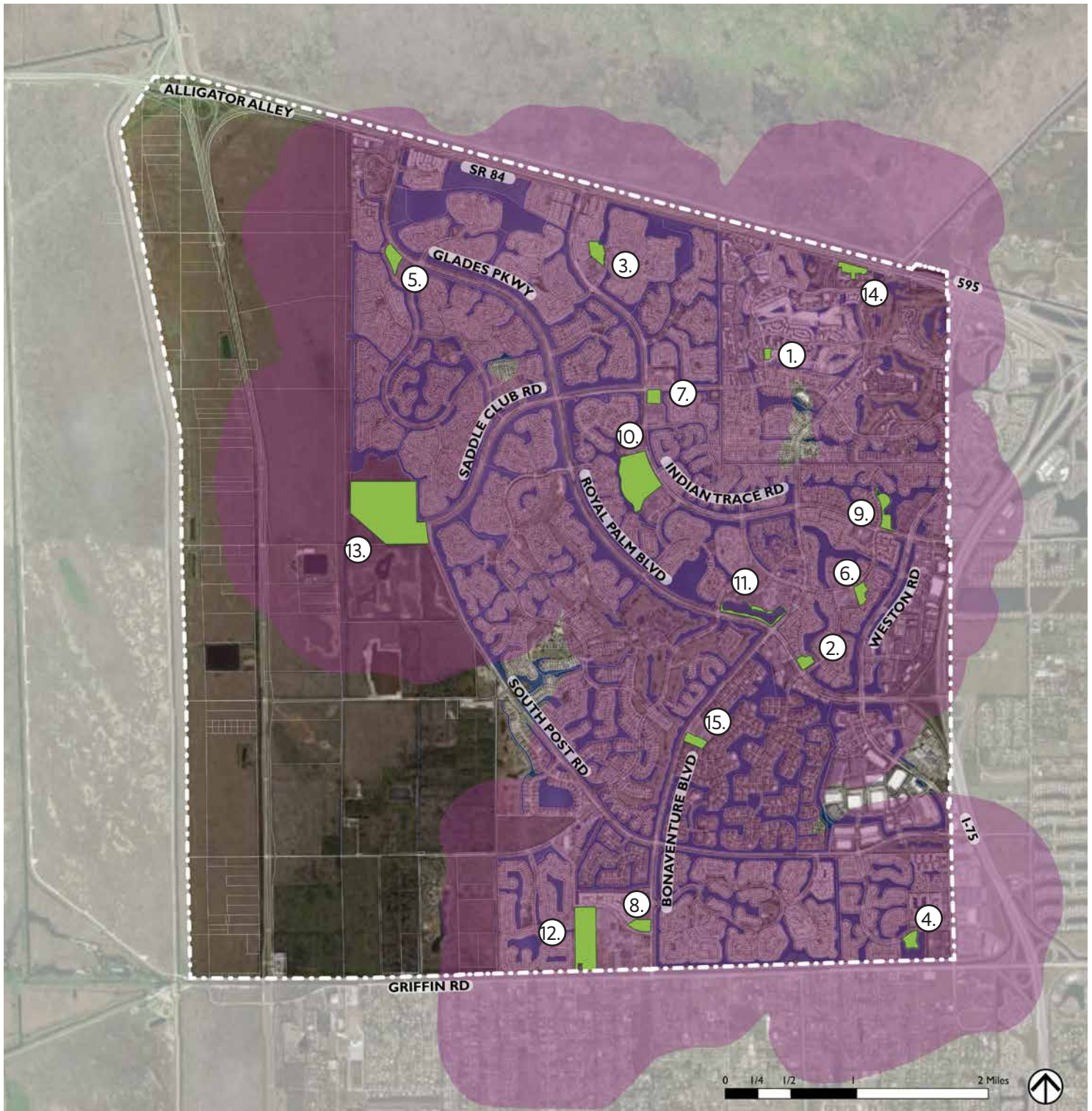
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

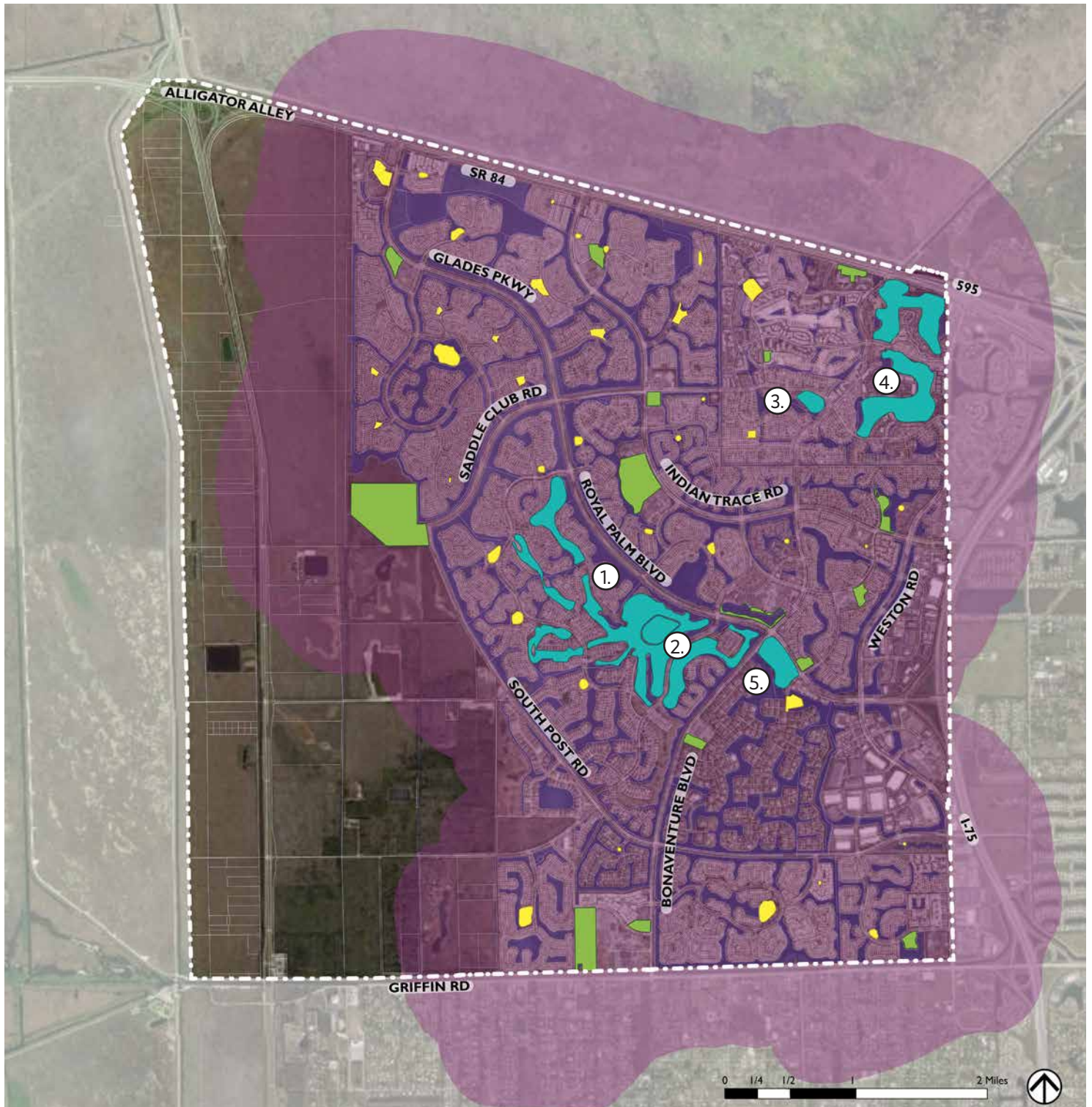
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study

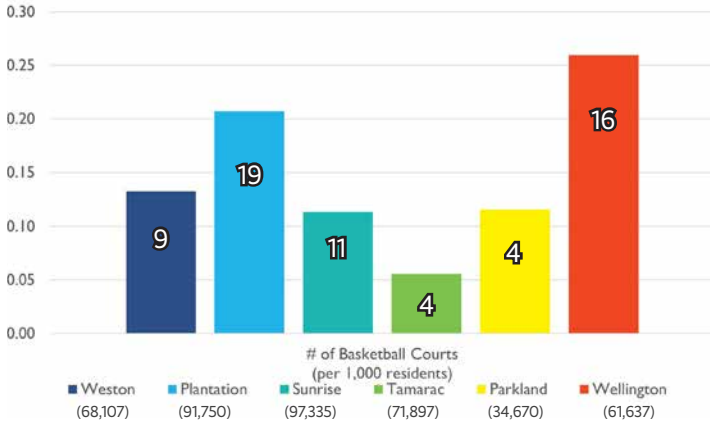


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

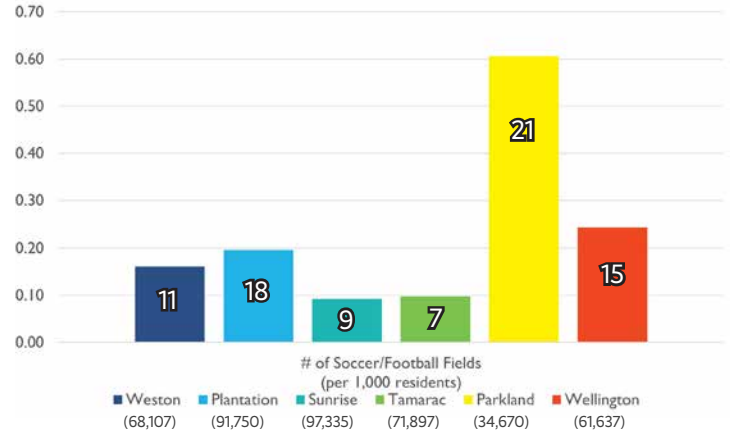


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

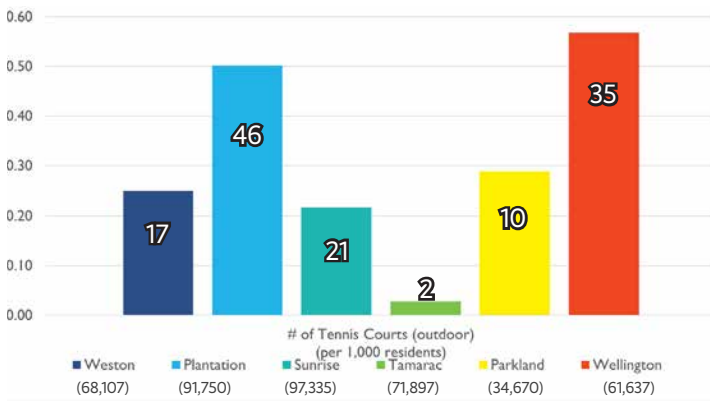


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

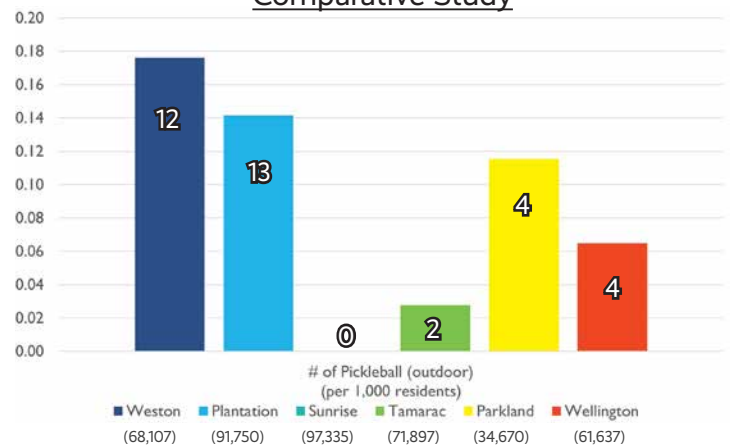


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

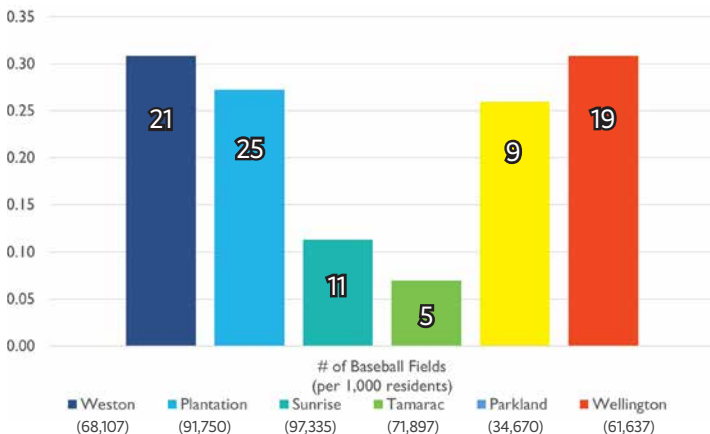


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

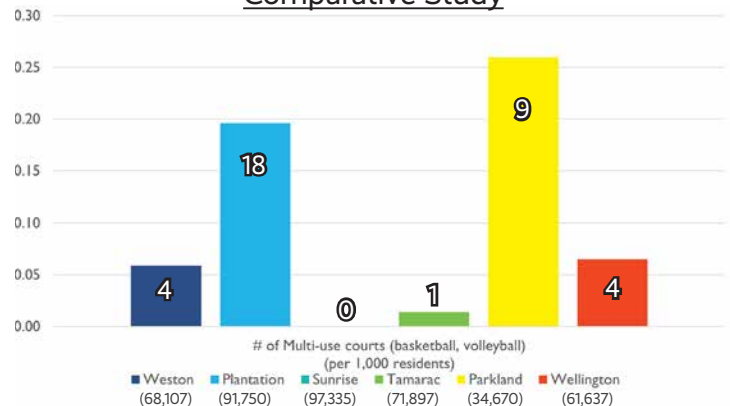


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

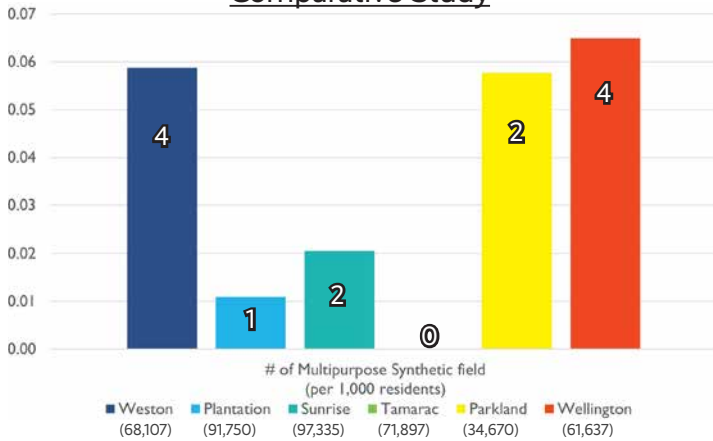


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

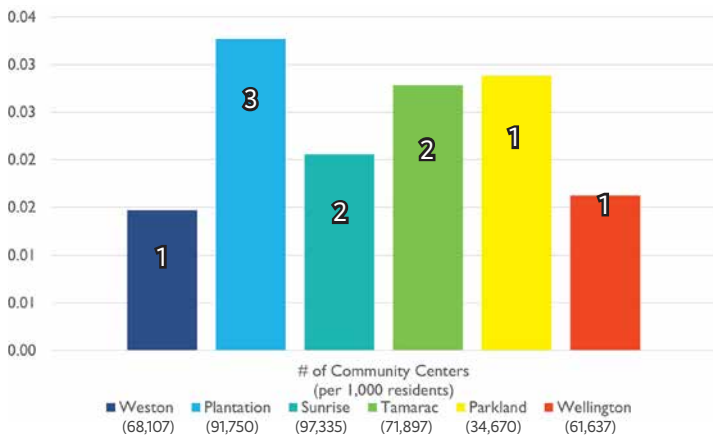


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

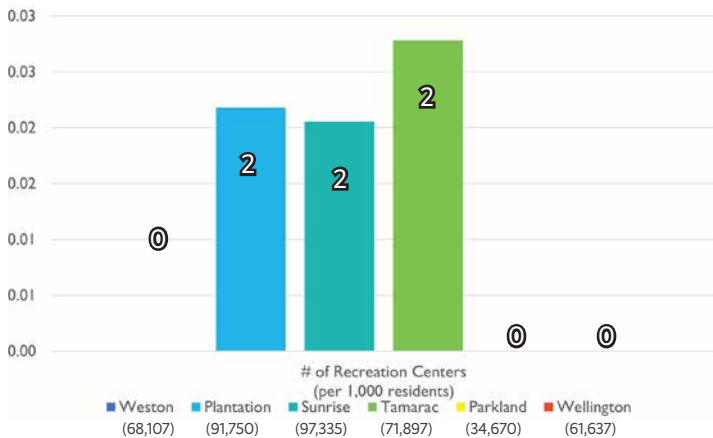


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSoc Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Health Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

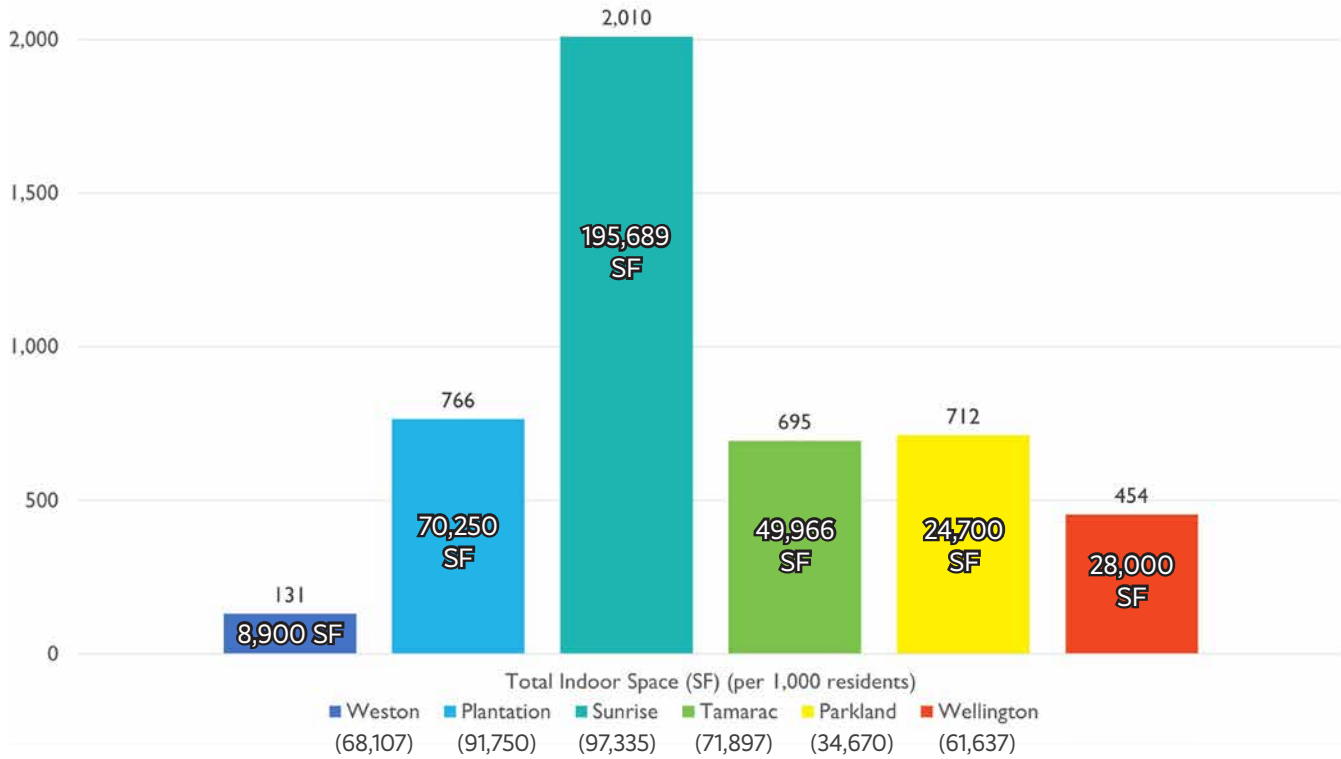


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

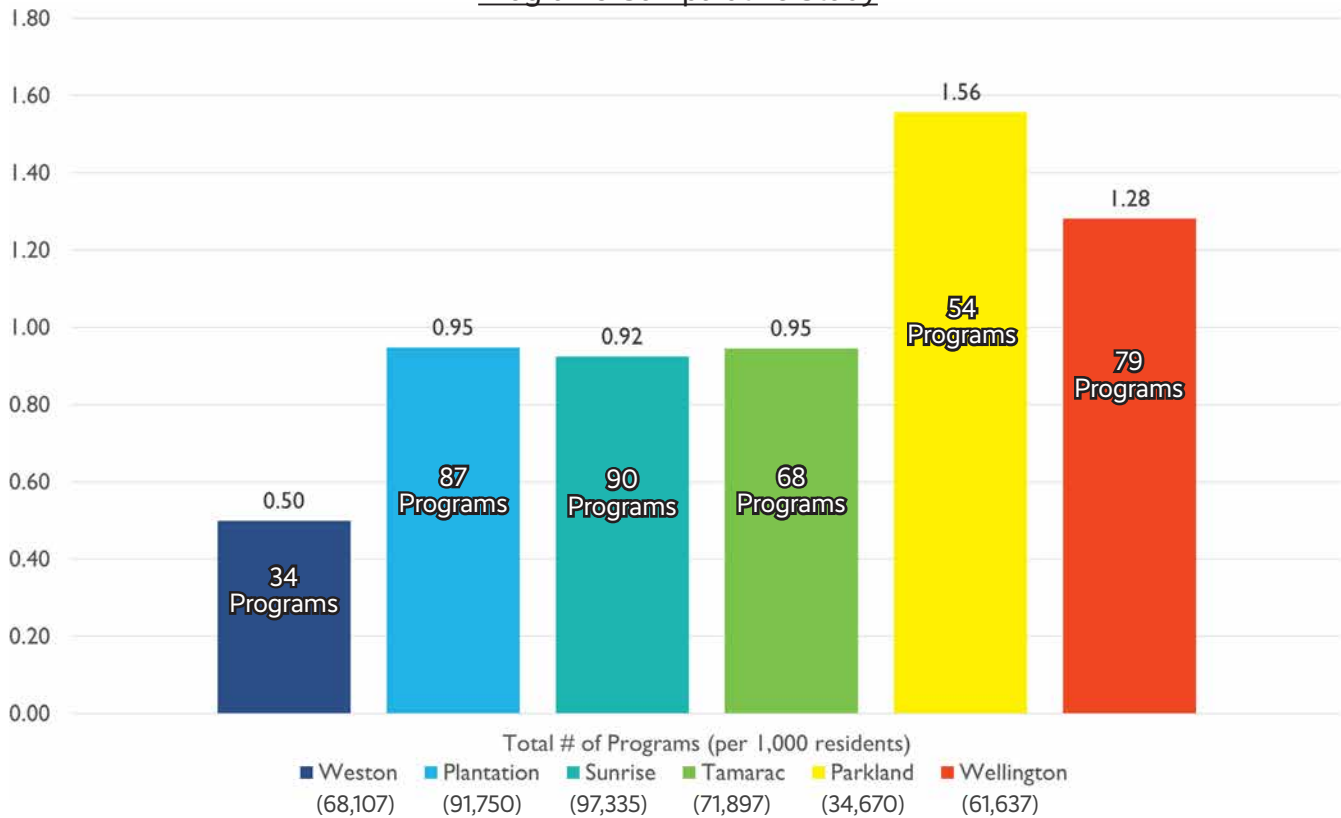


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

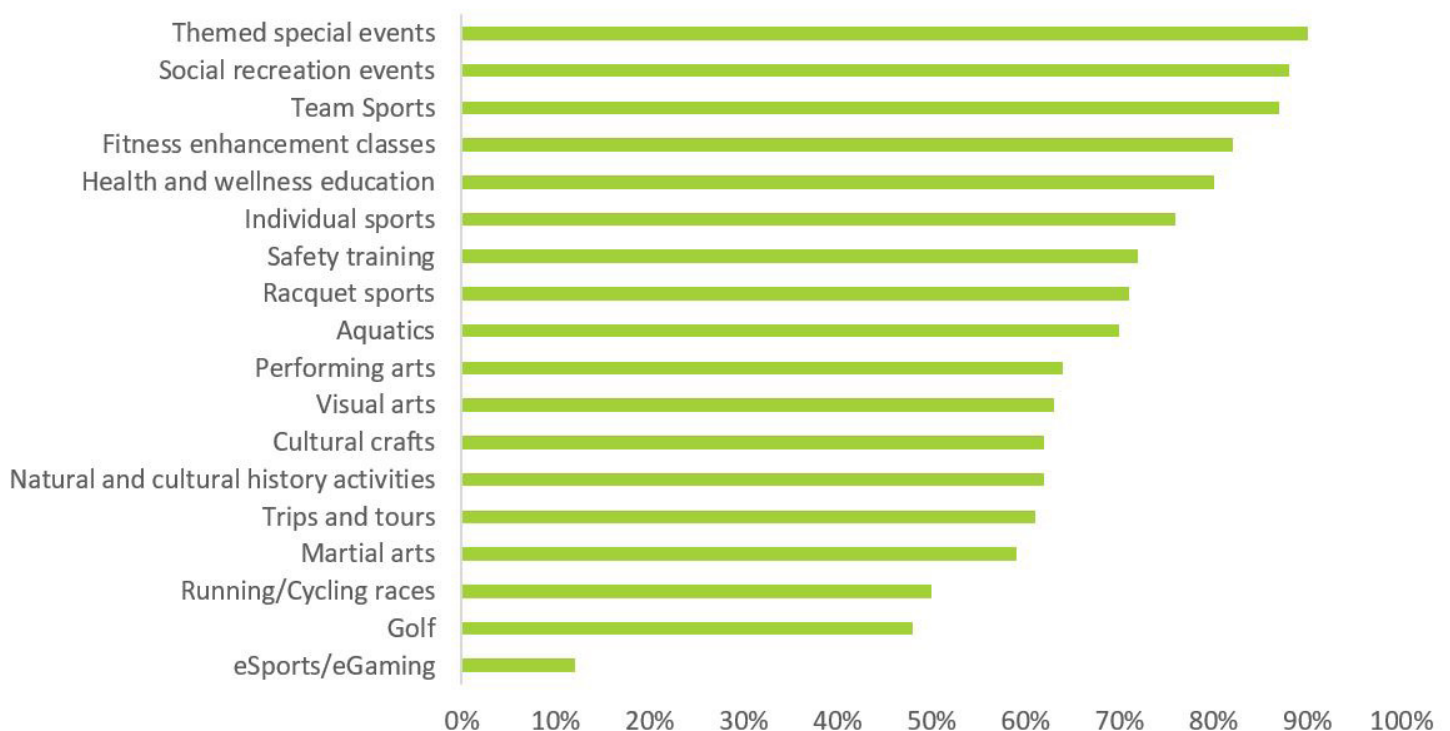


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?







The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

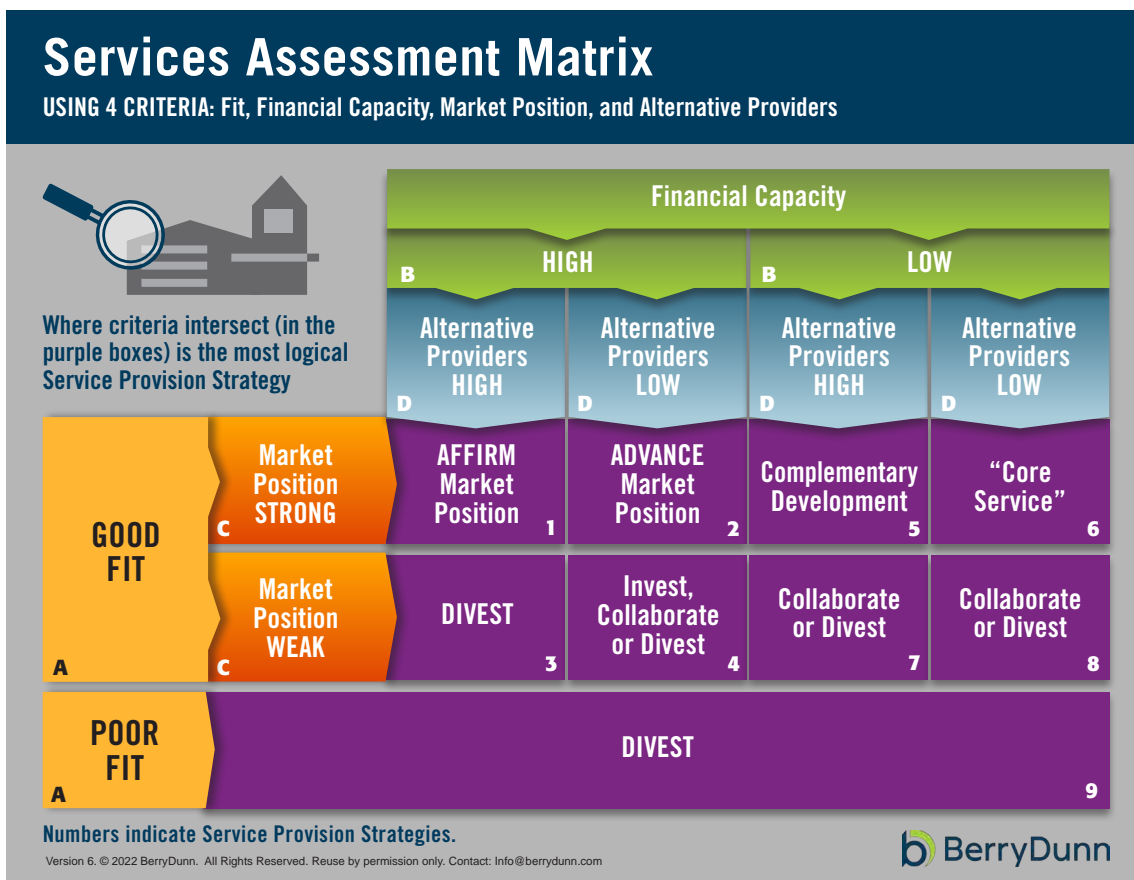


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind-This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities- Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

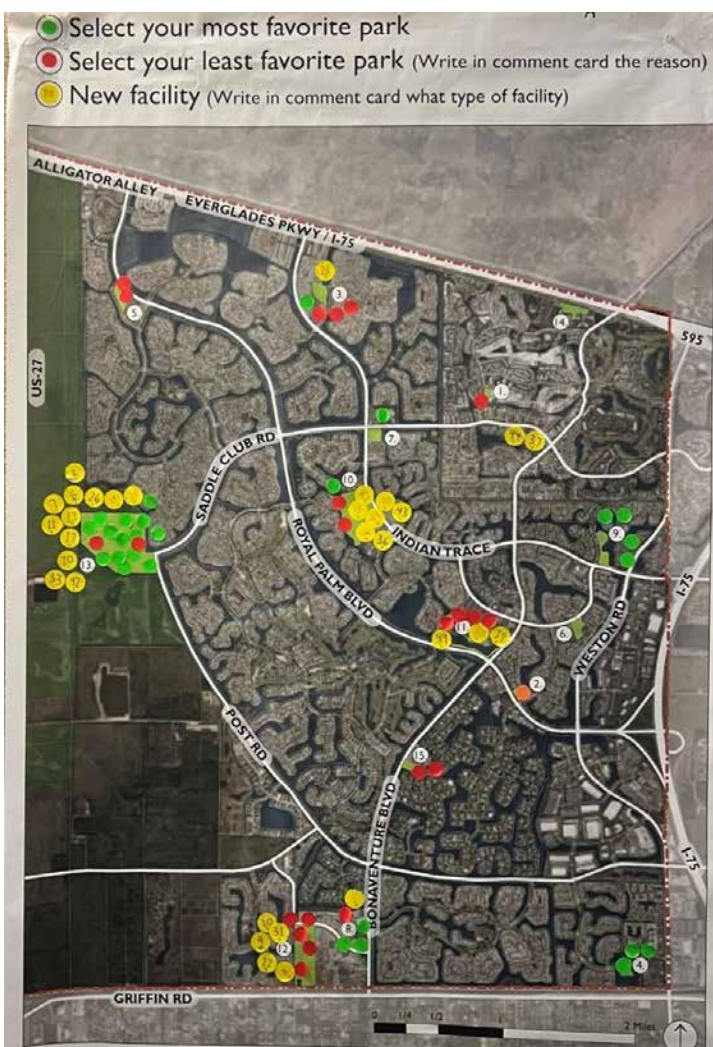


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

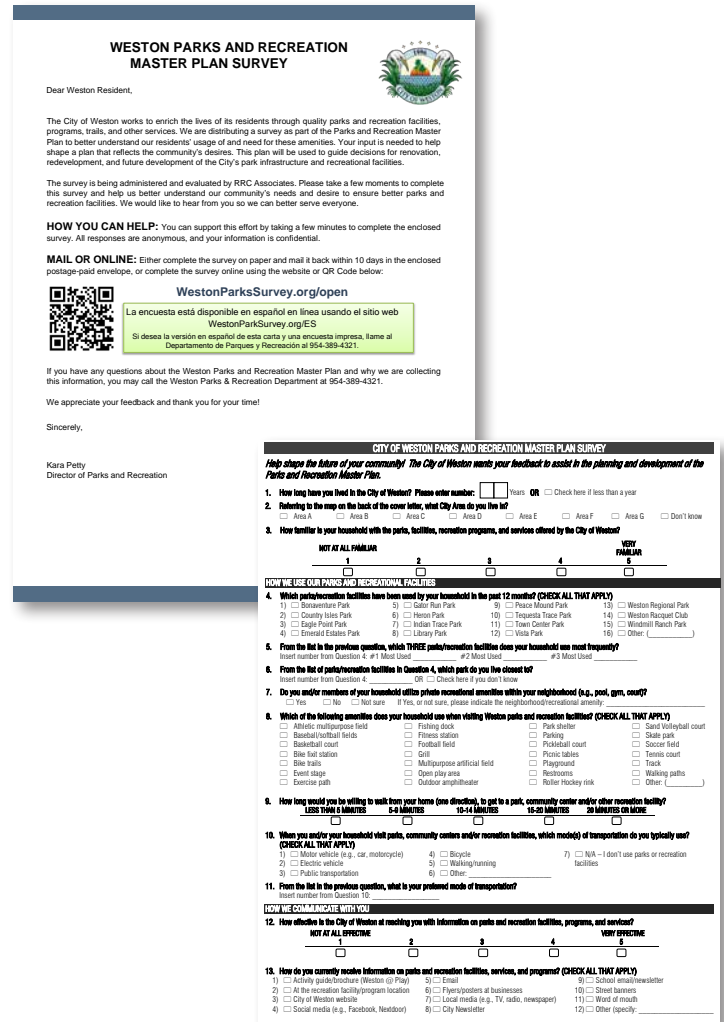


Figure 4.11: Survey Cover Letter and Survey Sample.

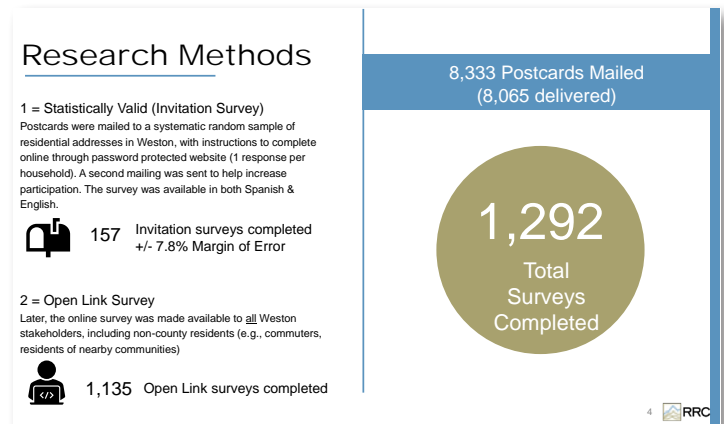
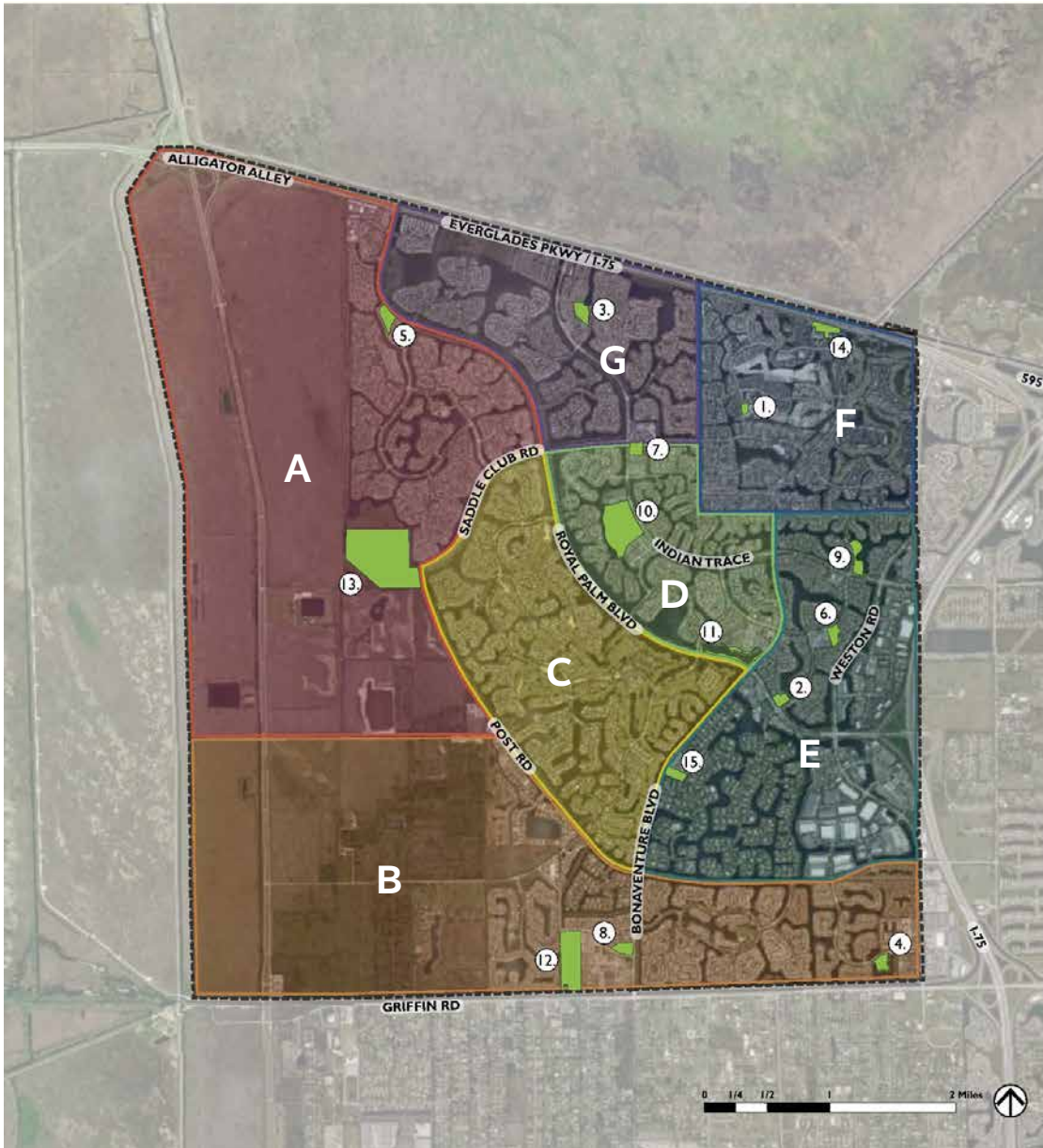


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G


- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

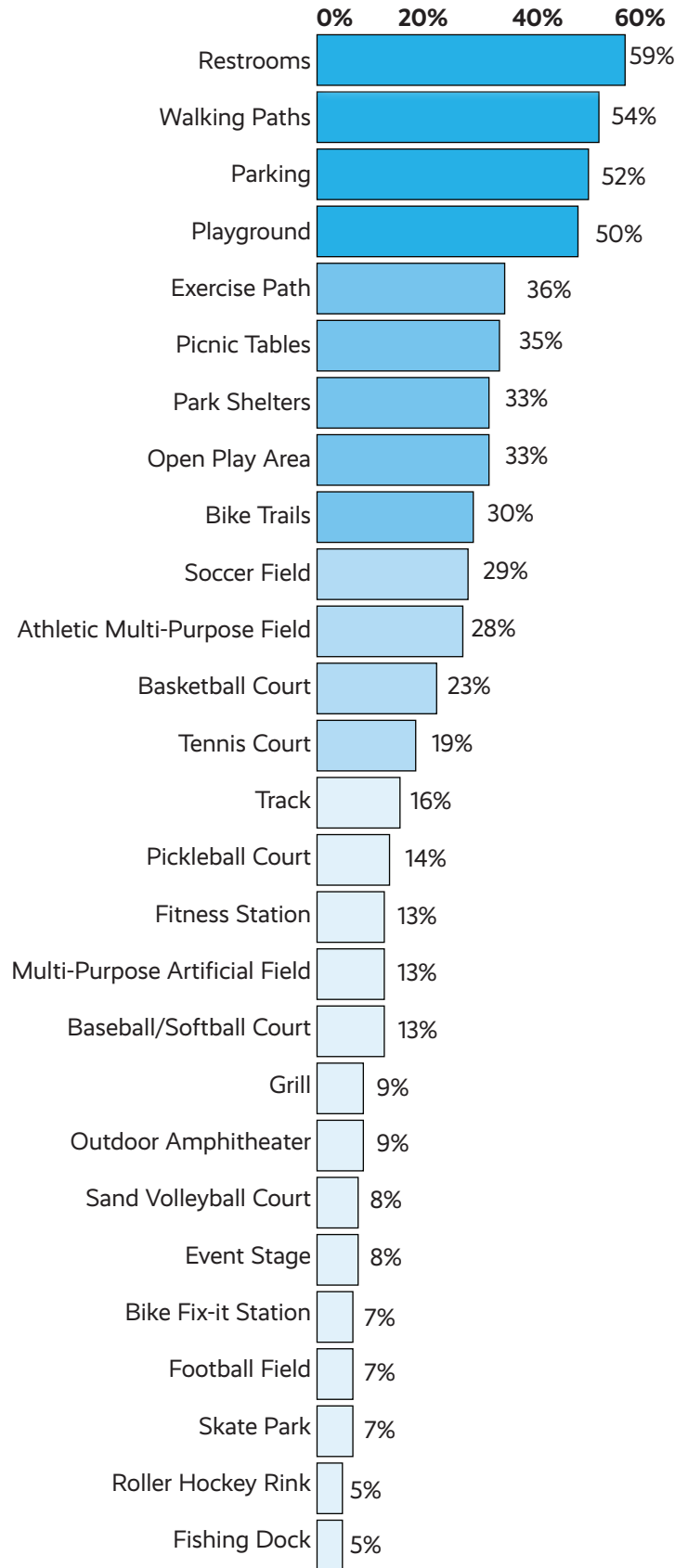


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

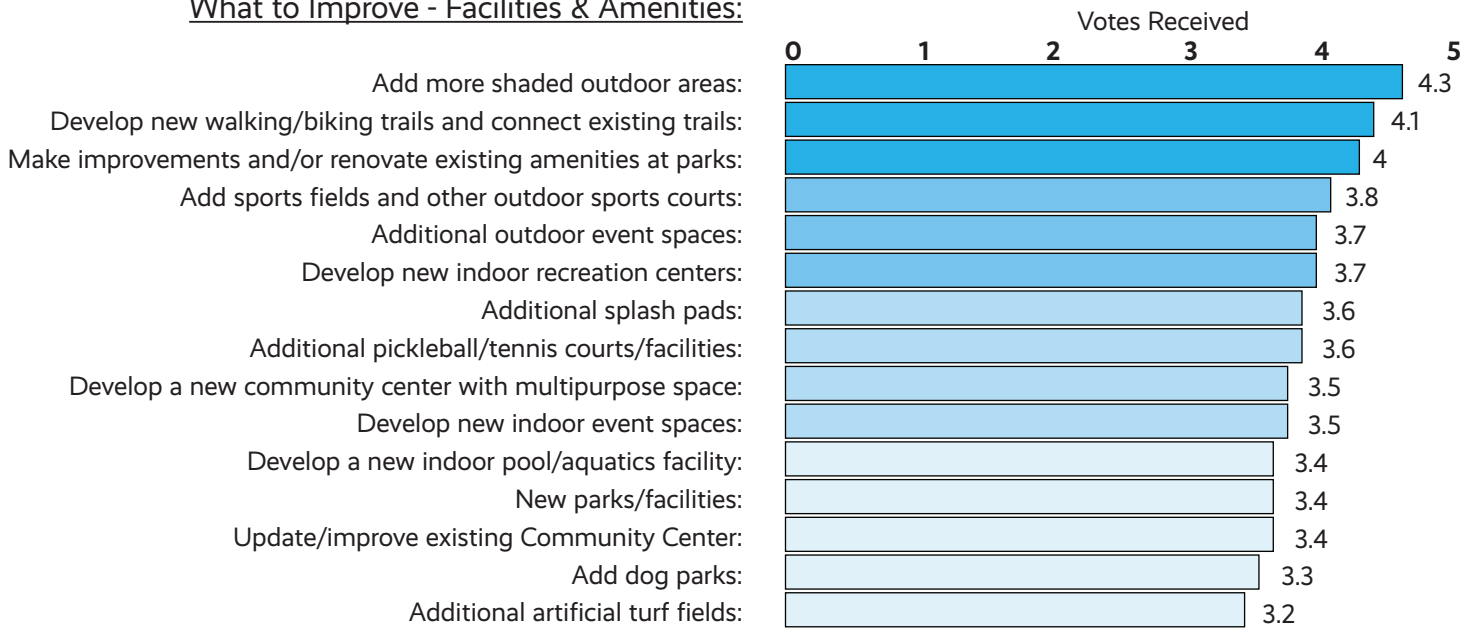


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

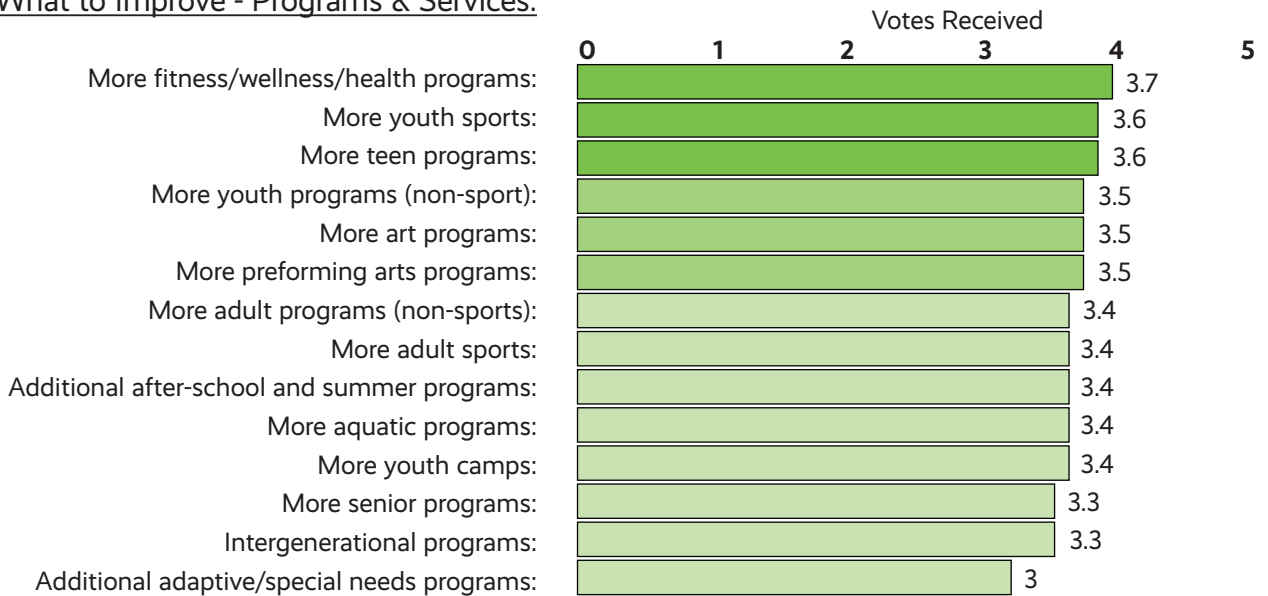


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

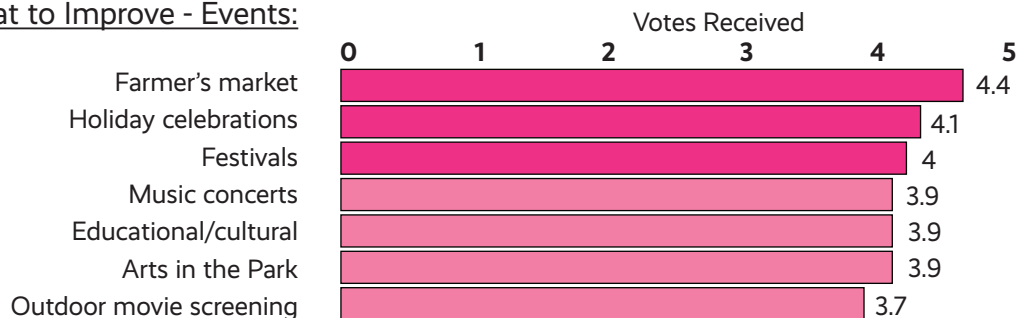


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

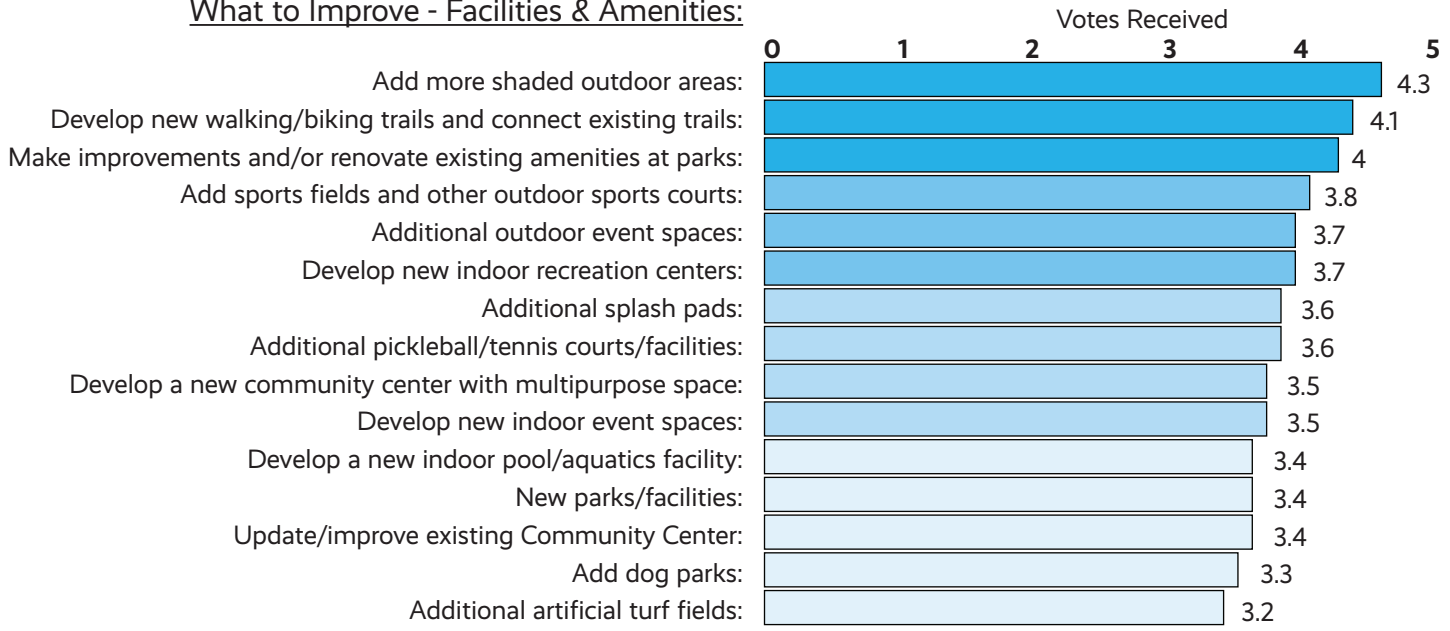


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

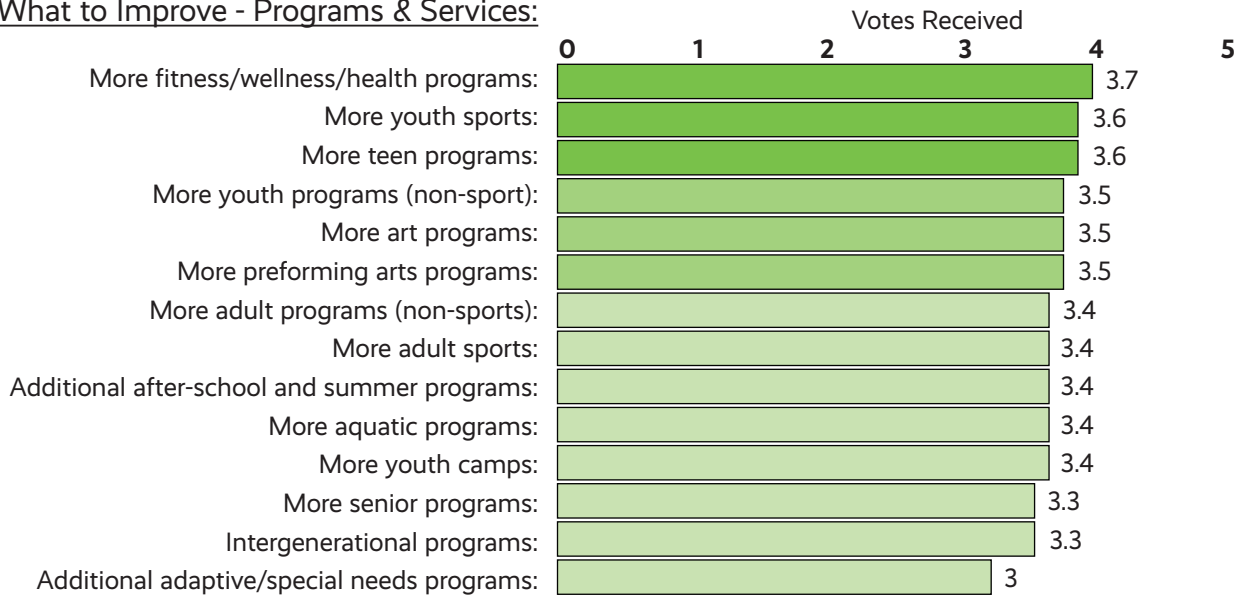


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

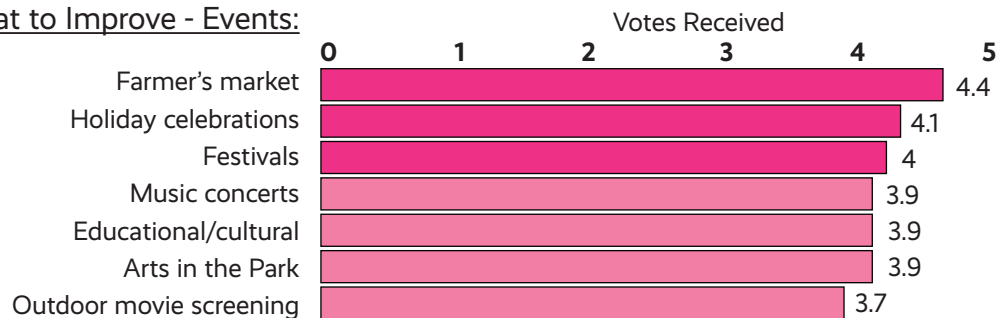


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



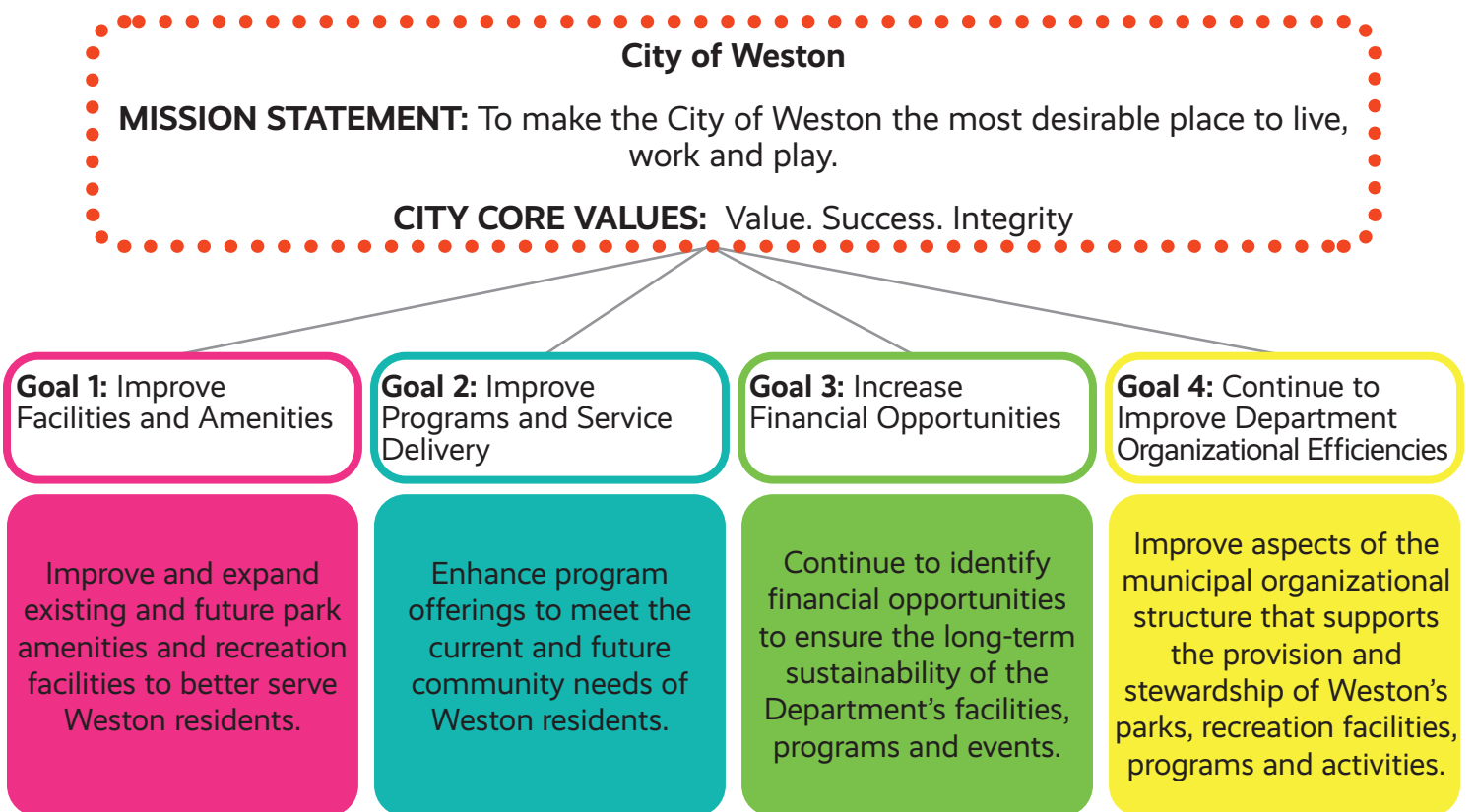
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

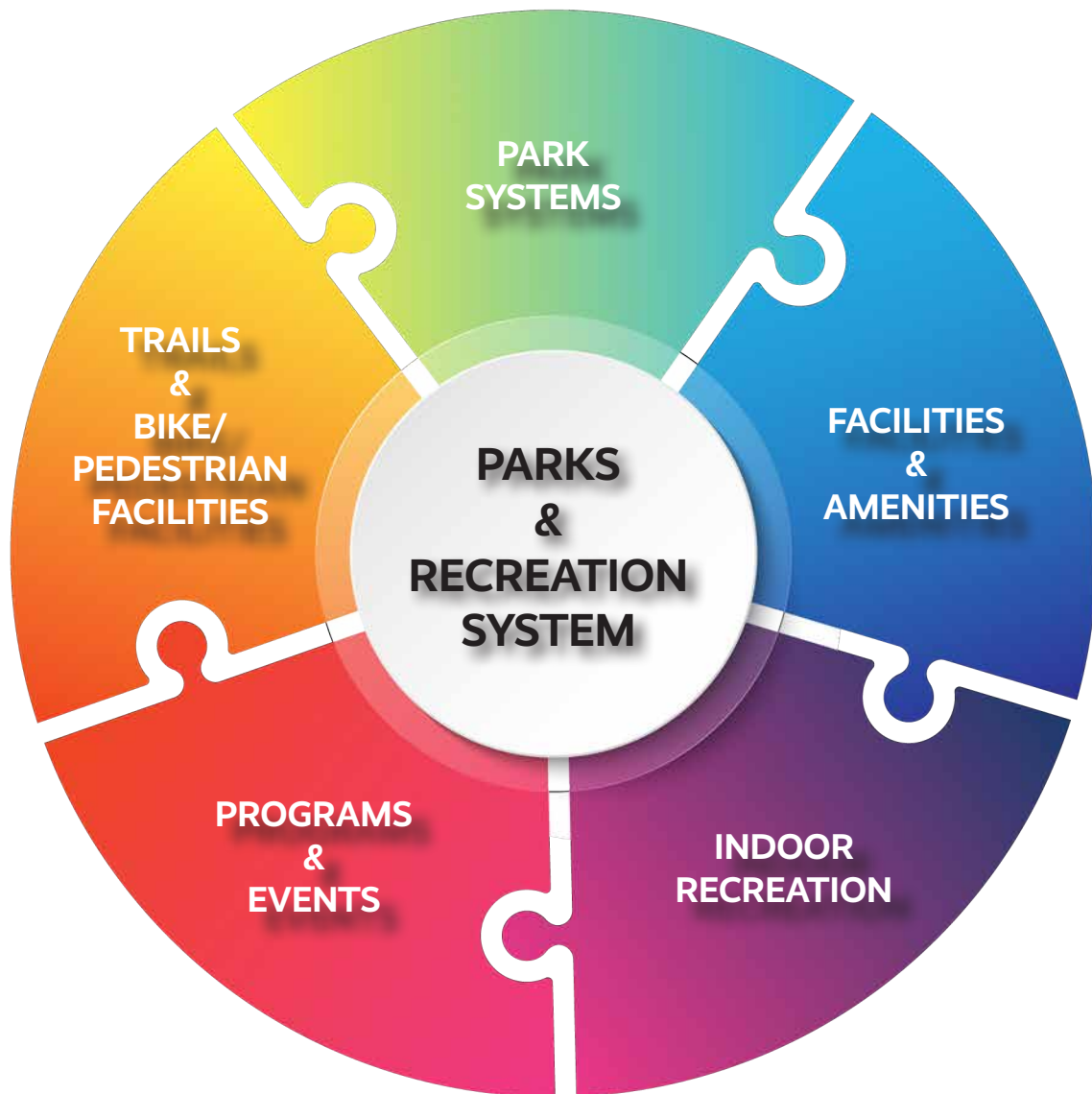


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





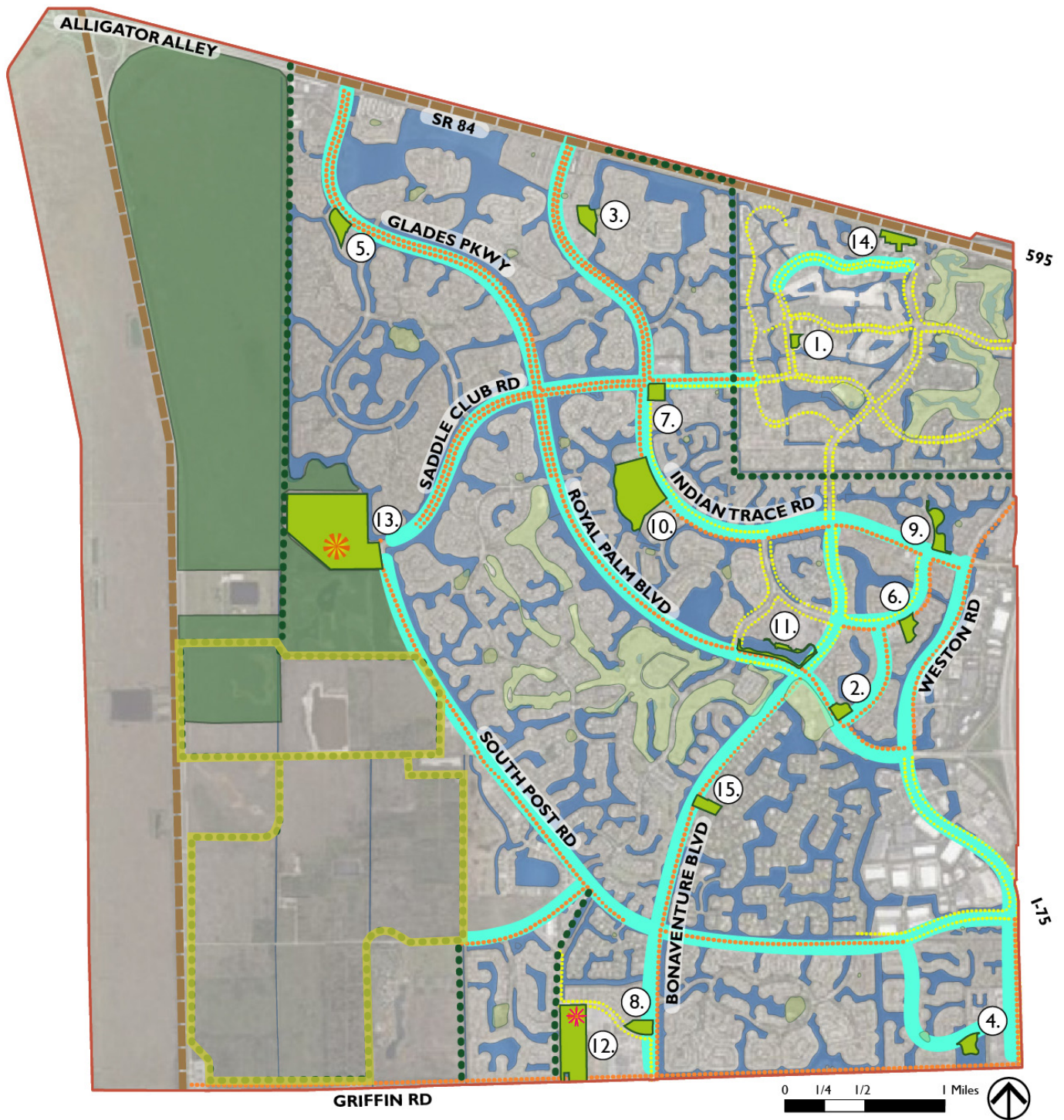


<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





## 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities: \$22,614,900 \$30,583,800 \$8,706,500 \$61,905,200</b>				





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	\$405,000	\$375,000	\$500,000	\$1,280,000
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.



### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey







## Appendix A. Parks Improvement Scenarios





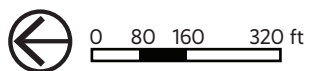
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

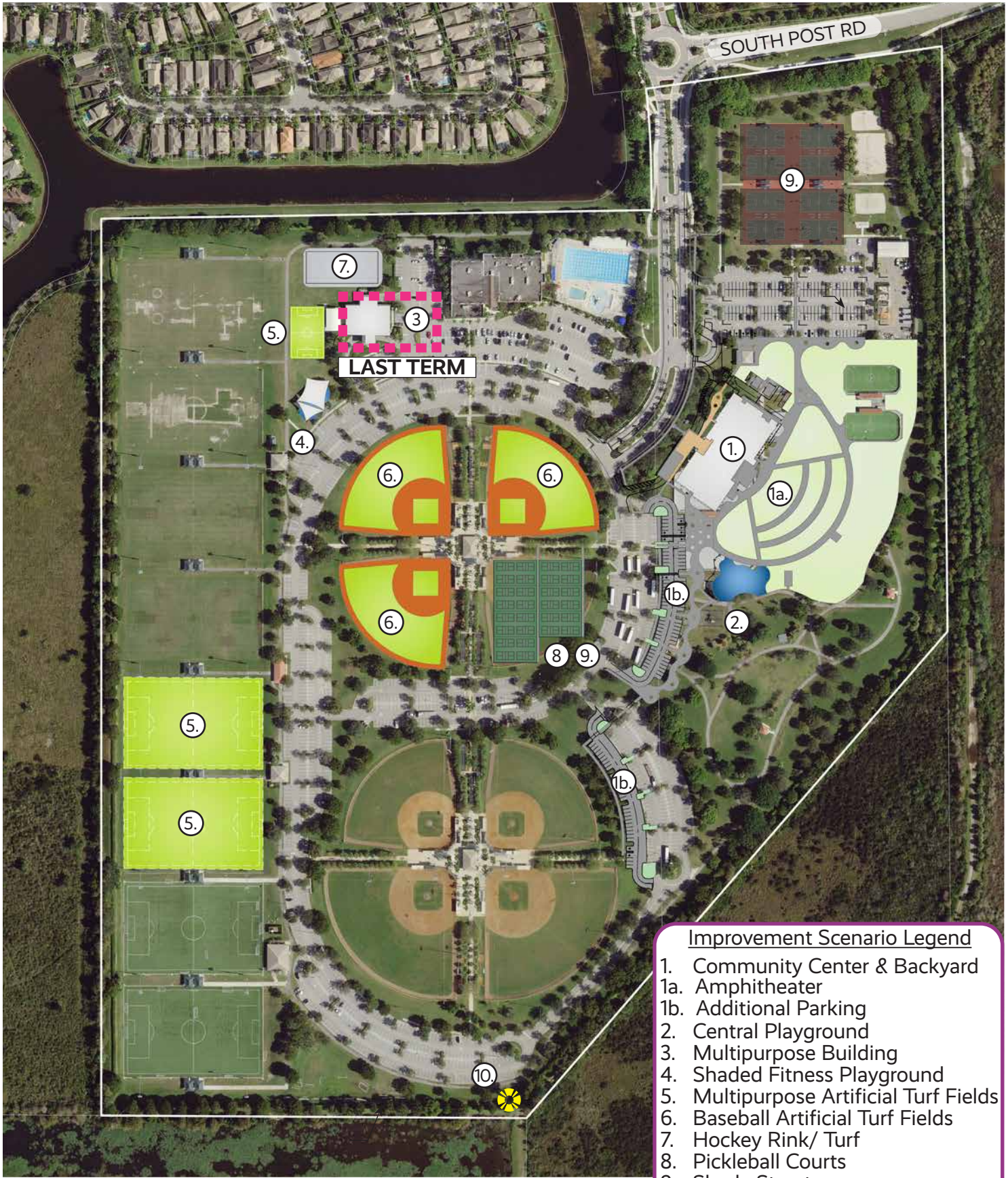
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



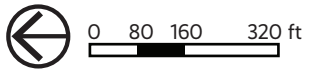




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

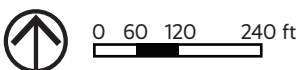
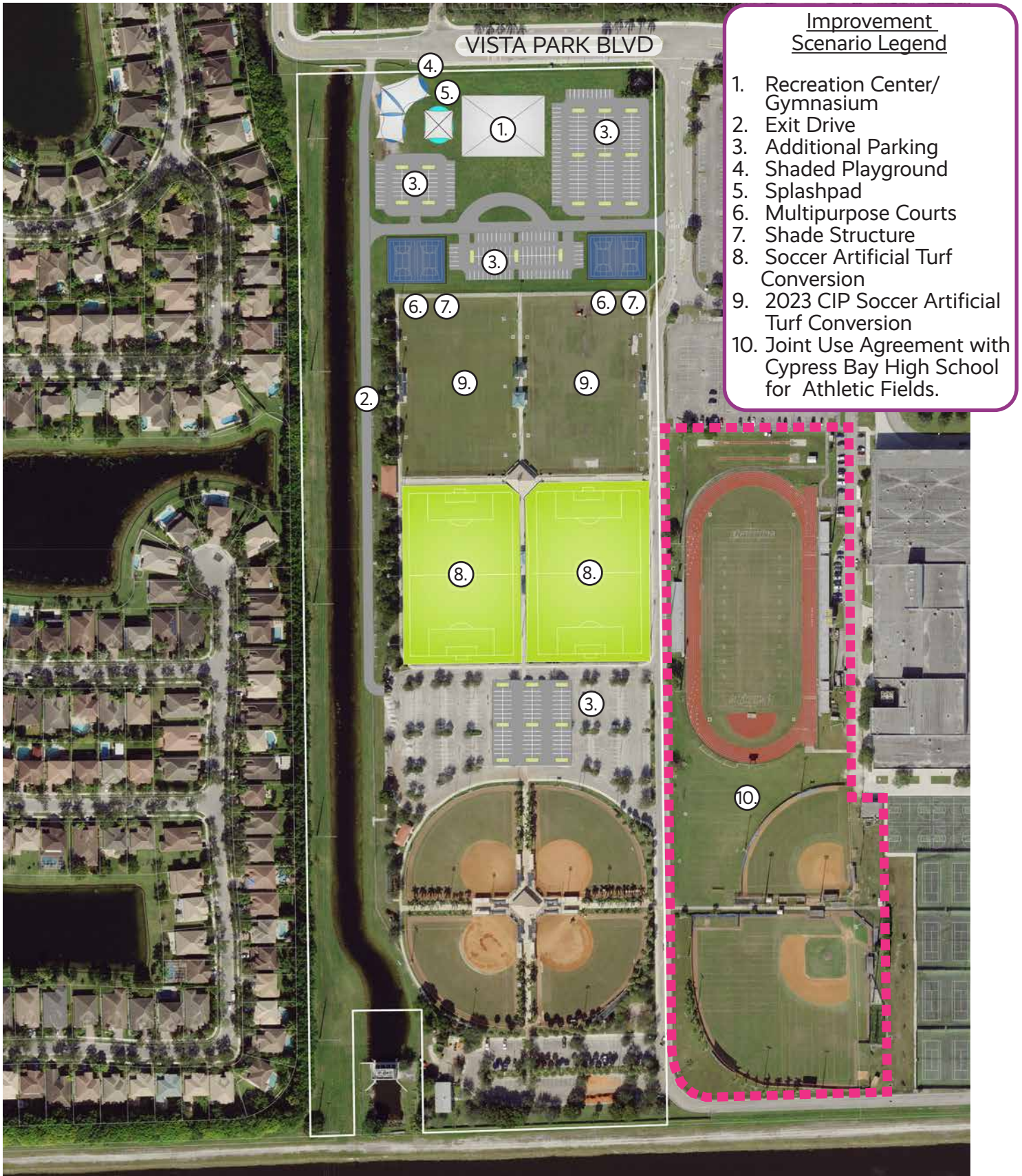
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total:</b>				<b>\$29,400,000</b>
<b>*Grand Total:</b>				<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total:</b>				<b>\$13,354,500</b>
<b>*Grand Total:</b>				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





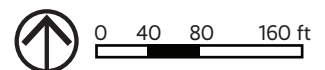


### Eagle Point Park Improvement Scenario



**Improvement Scenario Legend**

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

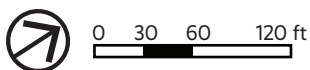




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court





Windmill Ranch Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			Total:	<b>\$4,170,000</b>
			*Grand Total:	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



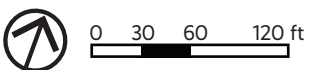


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.



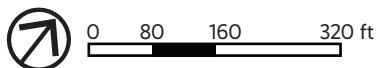
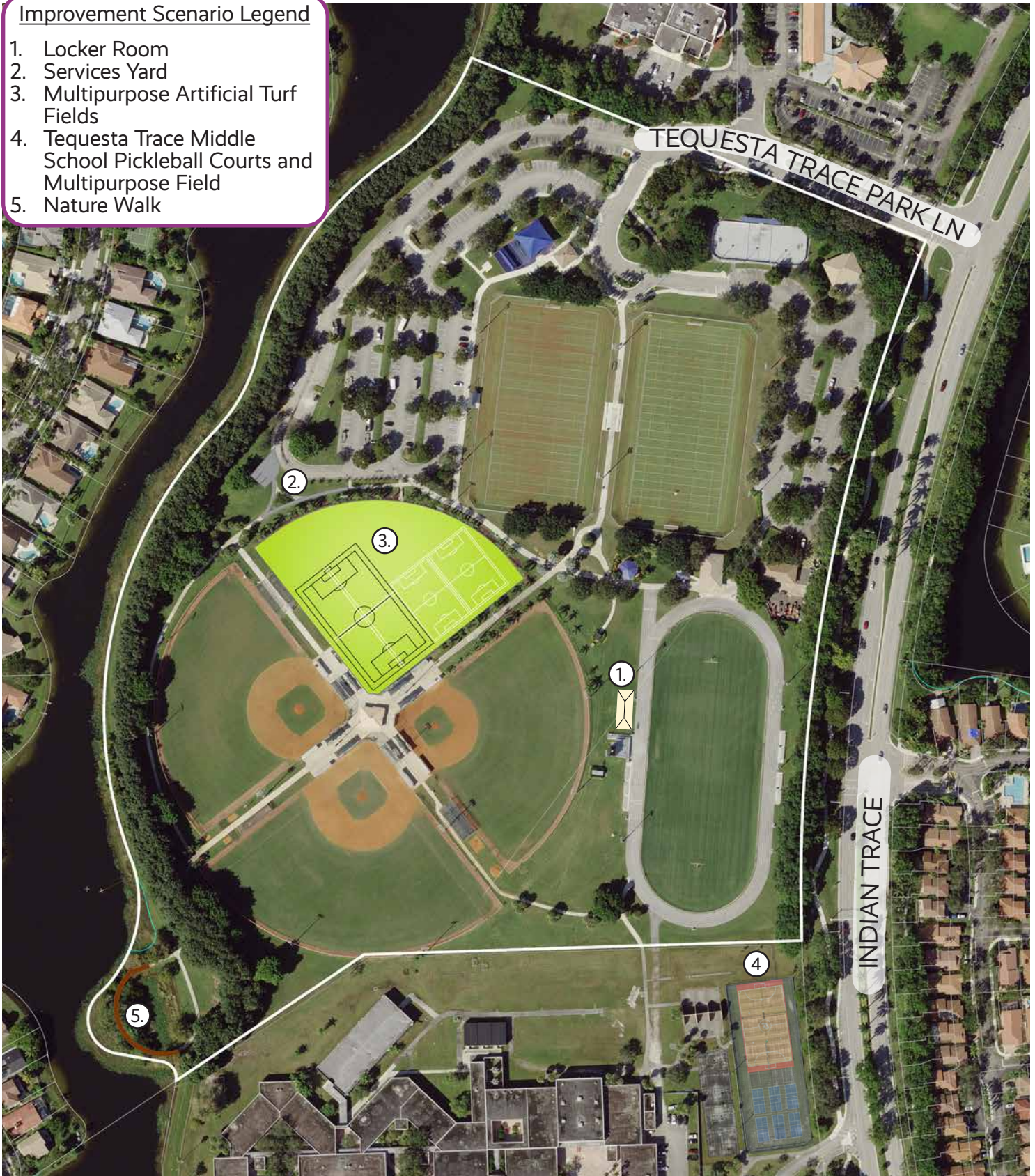




# Tequesta Trace Park Improvement Scenario

## Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

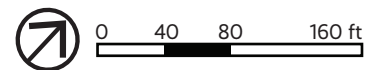
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

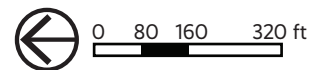
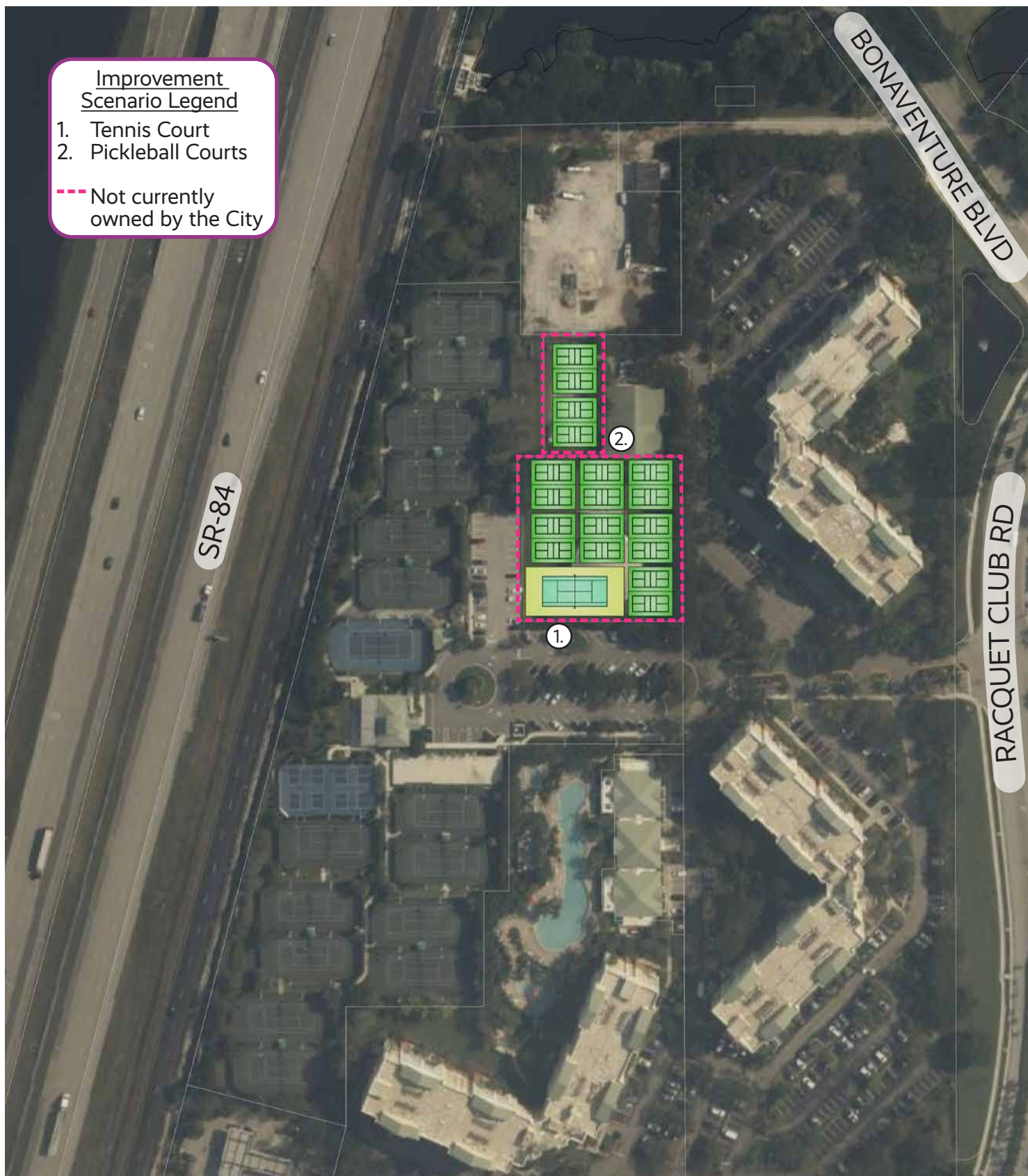
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility's services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must







be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general







contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of



the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

#### Department of Business & Professional Regulation:

The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00







Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



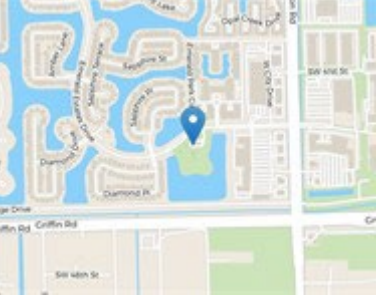

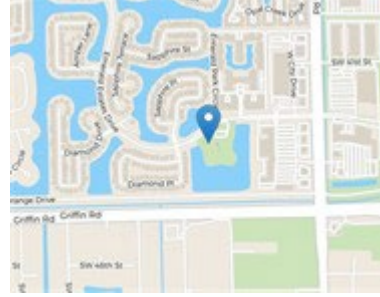

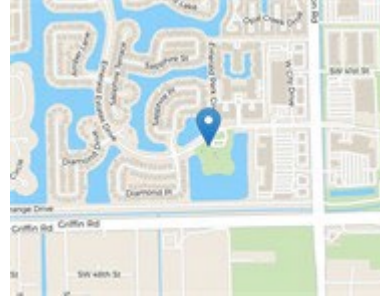



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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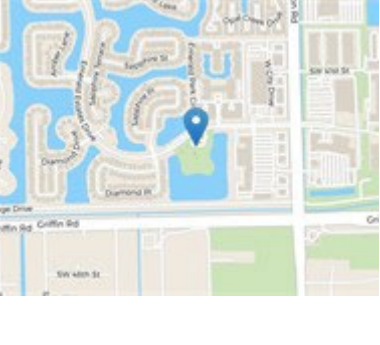

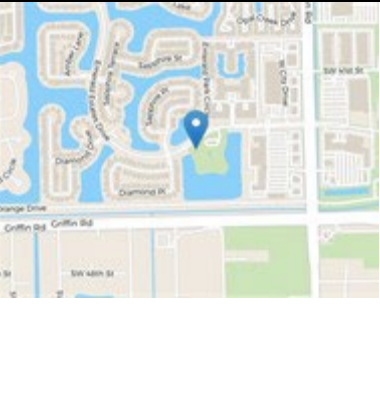

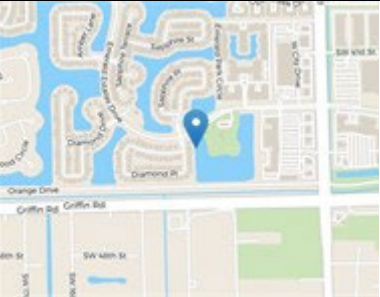

# ADA FIELD EVALUATION

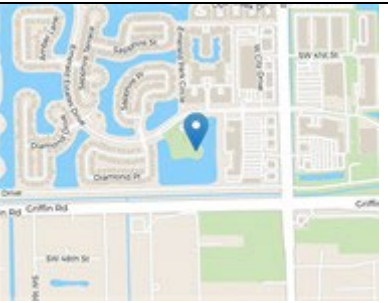

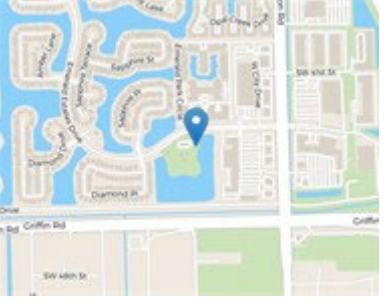

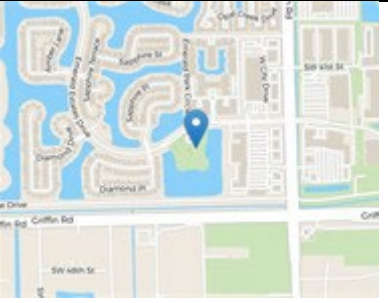

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			



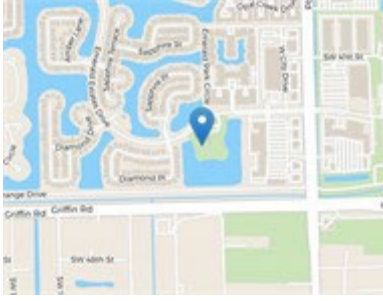

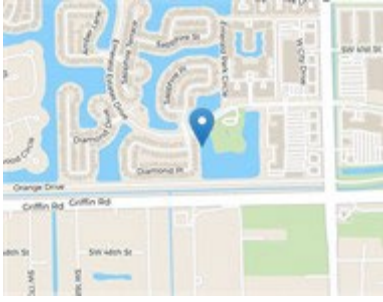

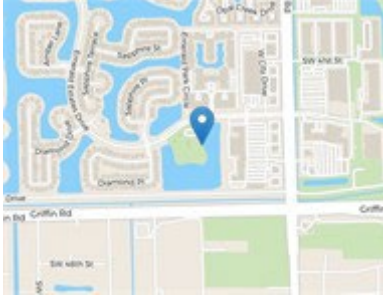

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

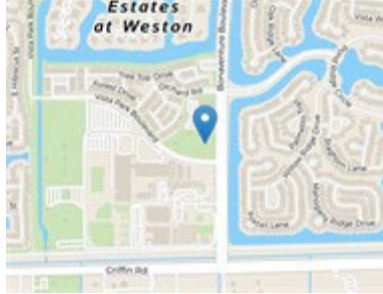







<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




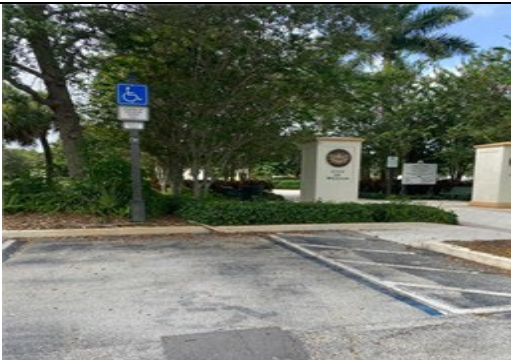

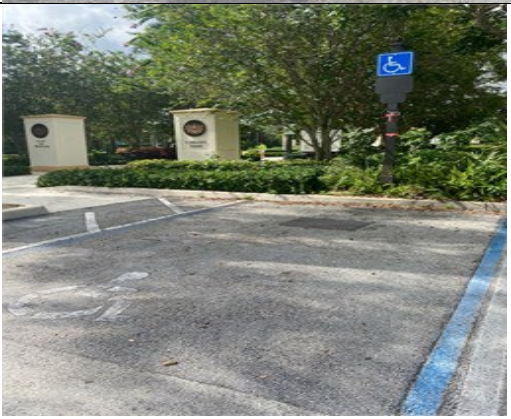
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	








<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

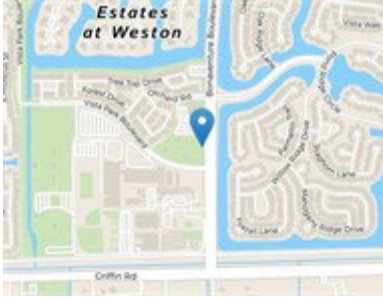





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

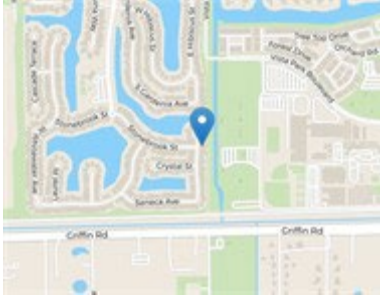

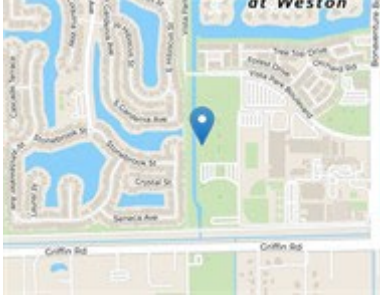

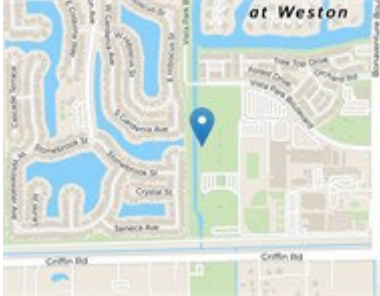



<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

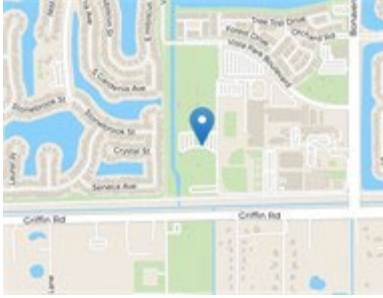

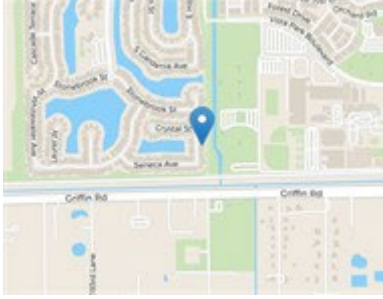


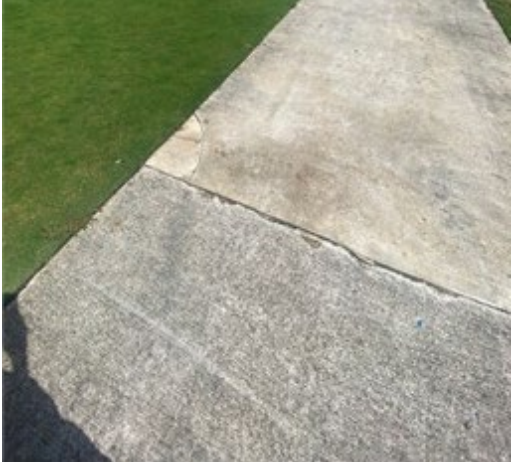
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



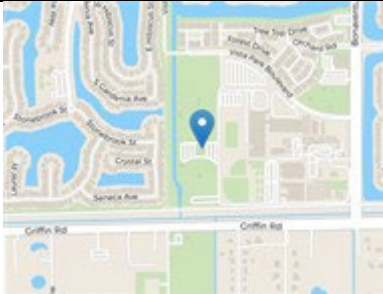

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





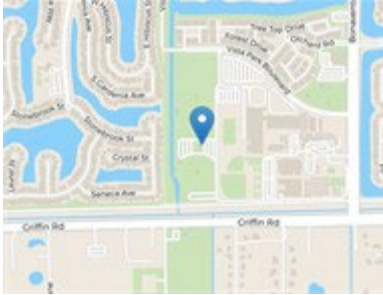

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





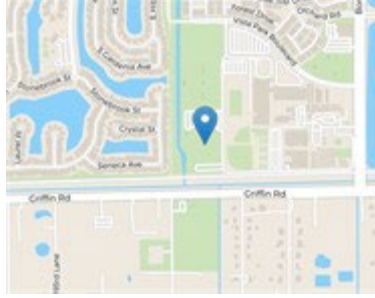





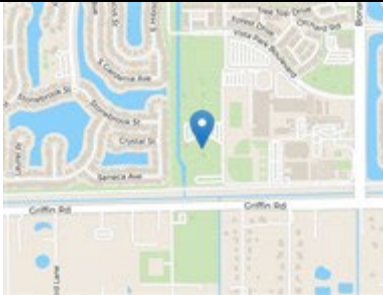


<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	

<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	







<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



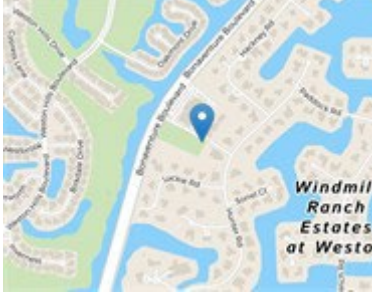

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

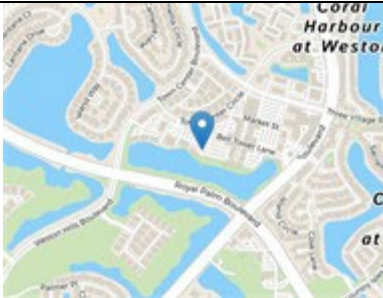

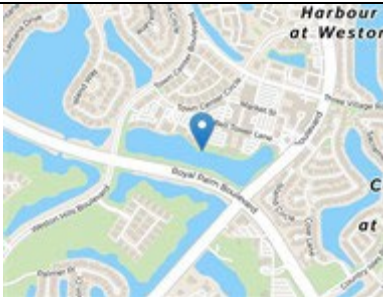



<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


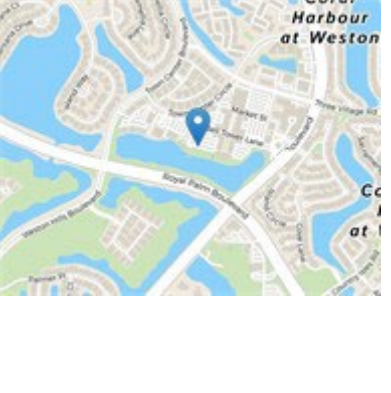

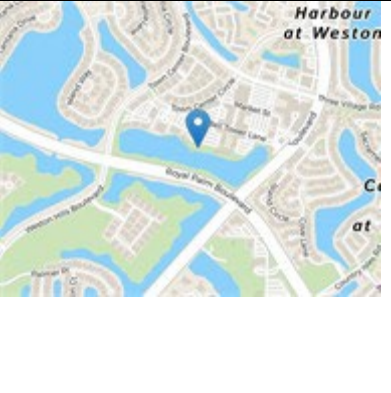

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

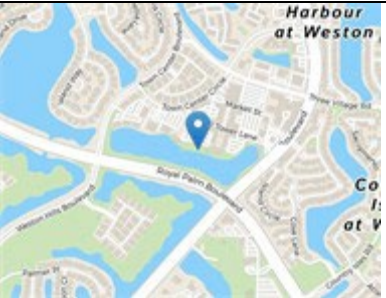

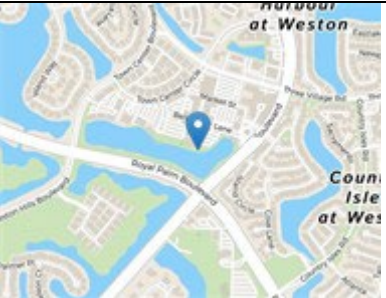

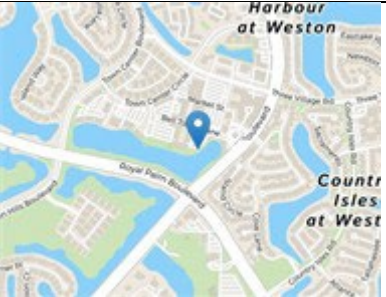



<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

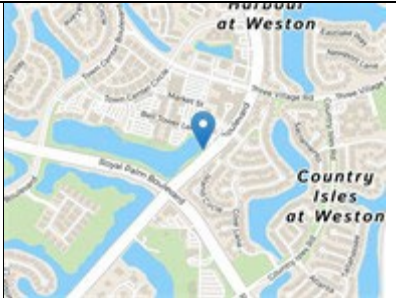



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

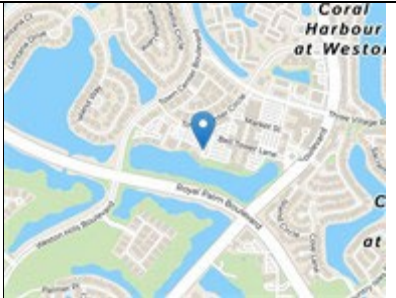

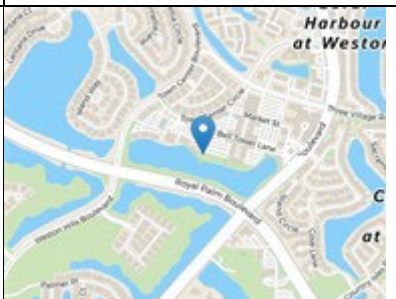



<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



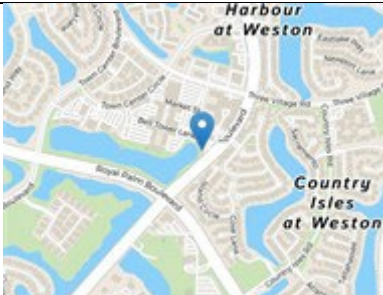



<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


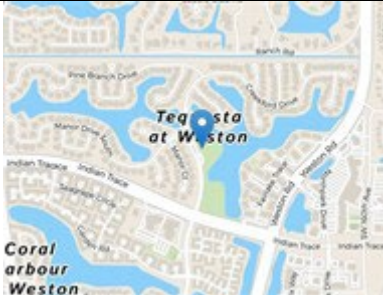




<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			







<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



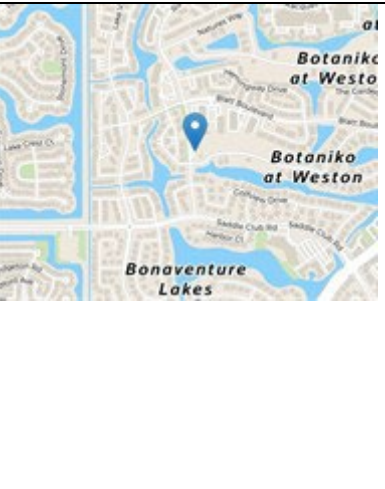



8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



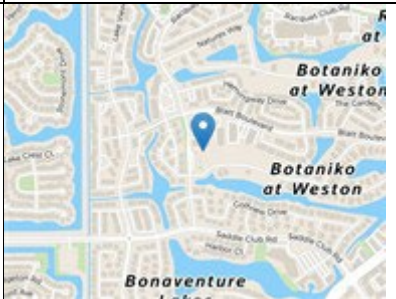



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


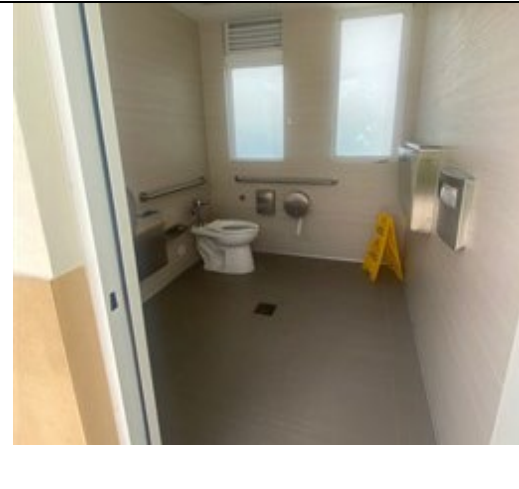






<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

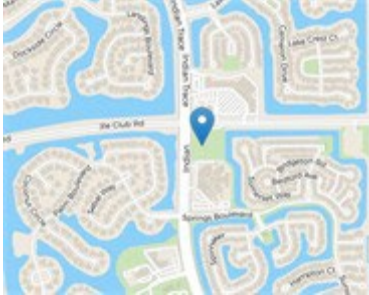



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



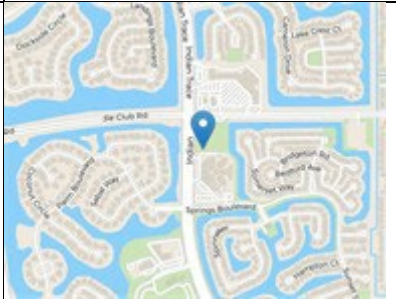



<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


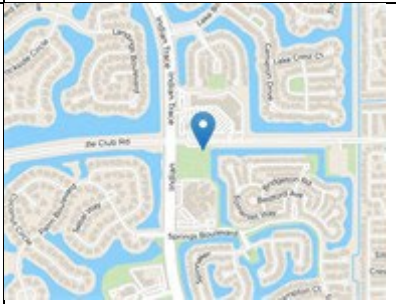


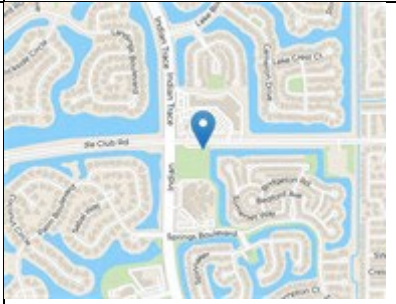

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


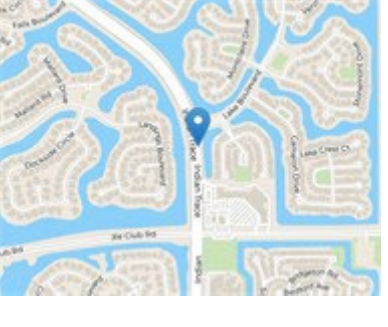

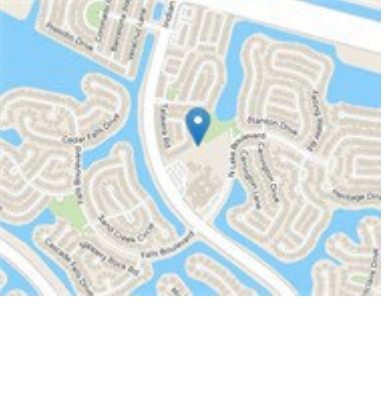



<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

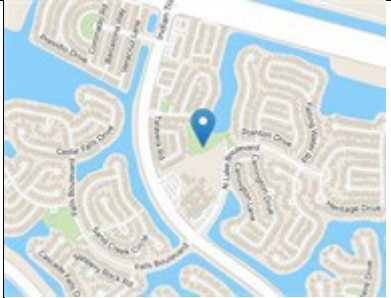

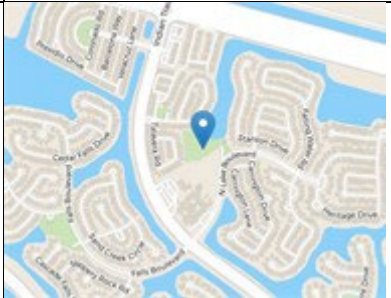

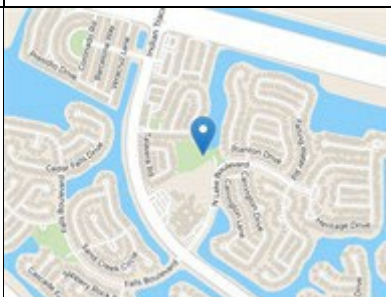

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



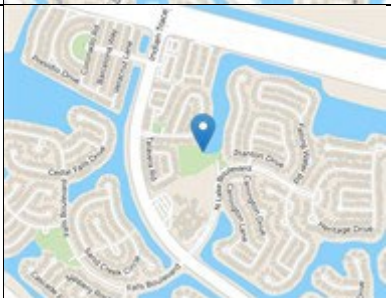




<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

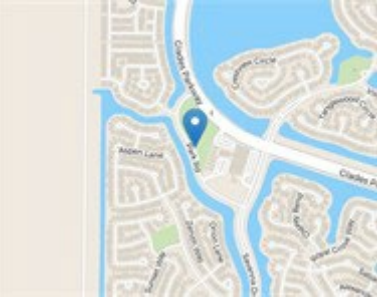

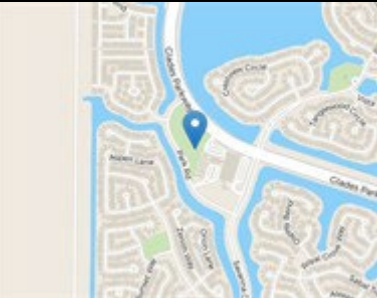

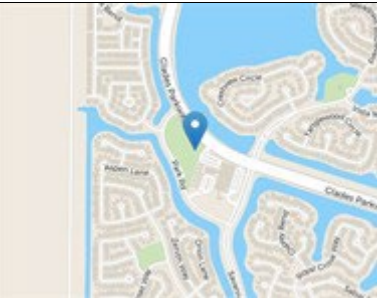

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

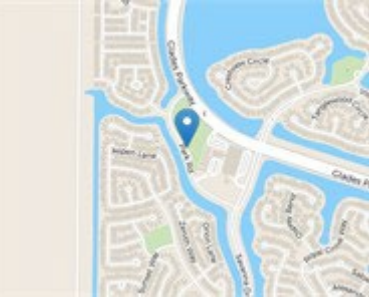

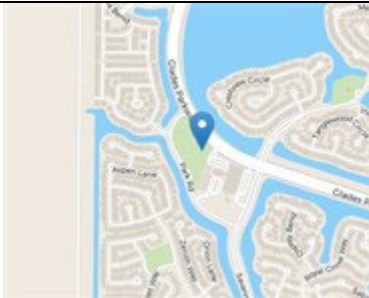




<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


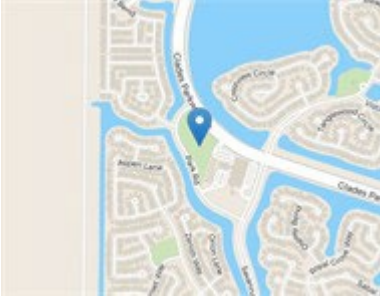

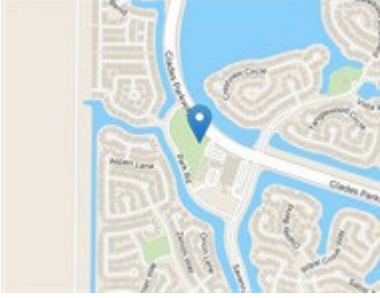

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



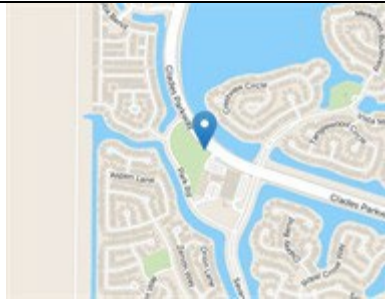

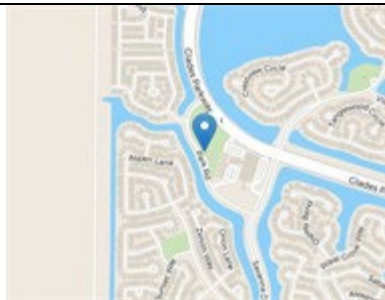
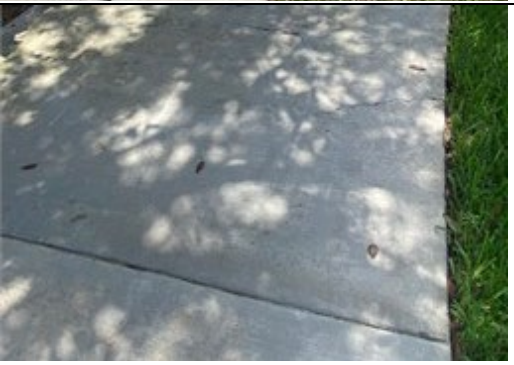
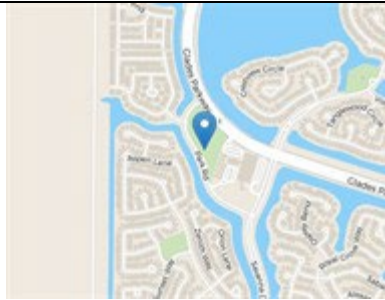

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

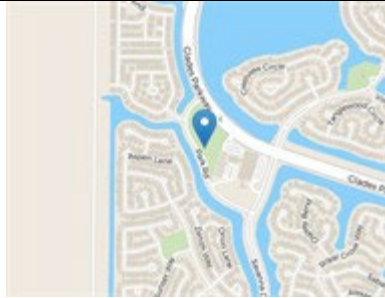

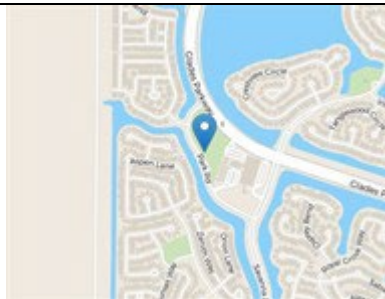

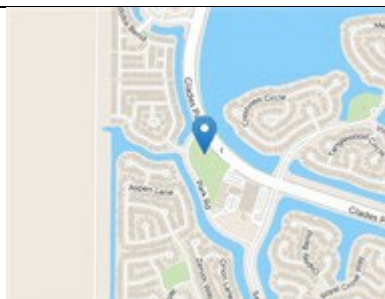
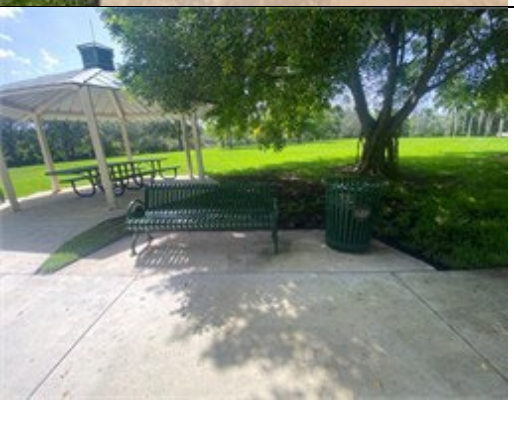


<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


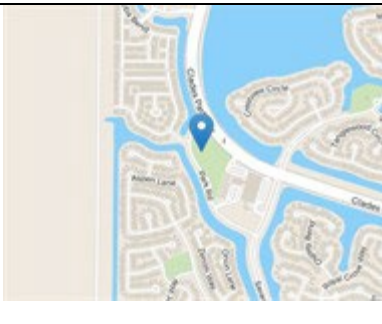
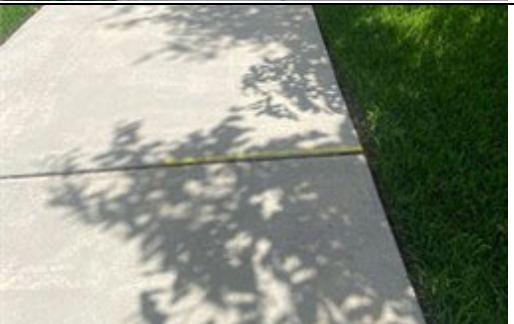
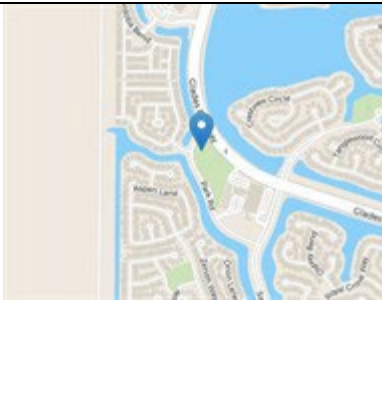

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

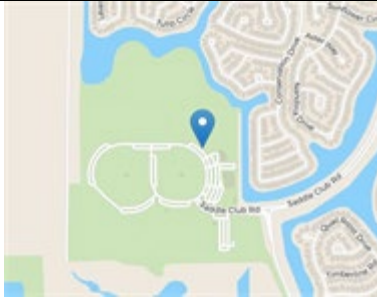

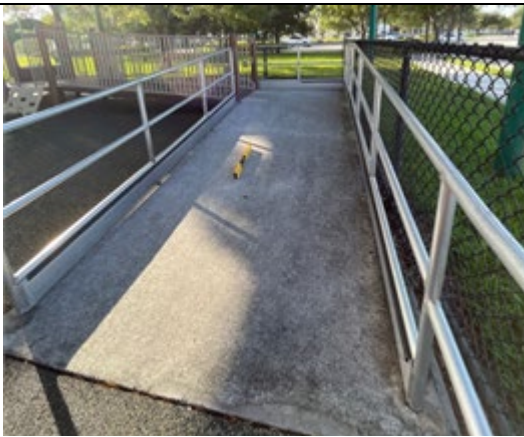

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

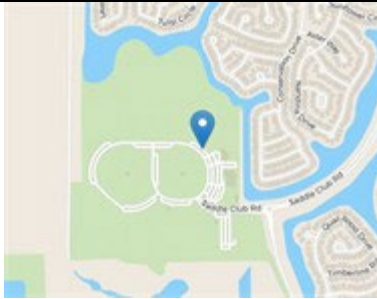

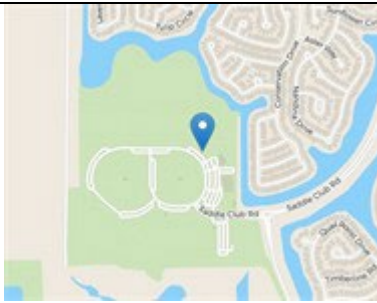

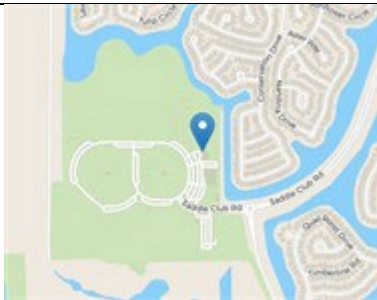



<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

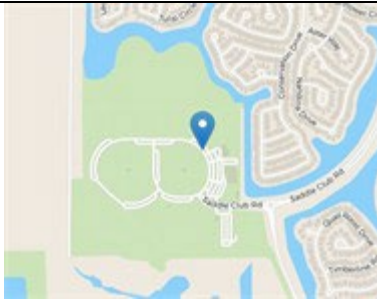

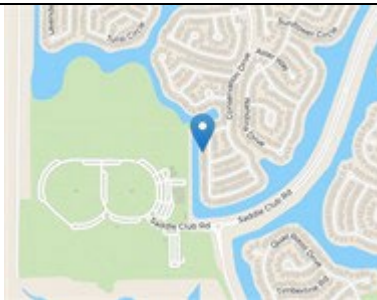

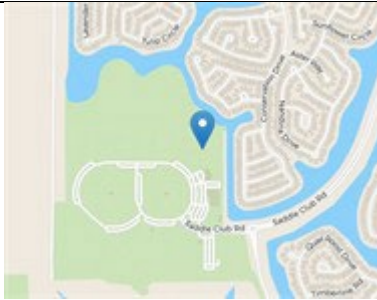

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

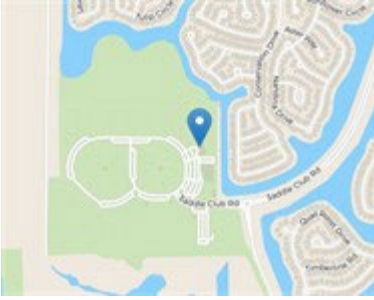

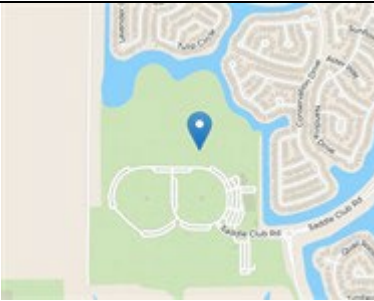

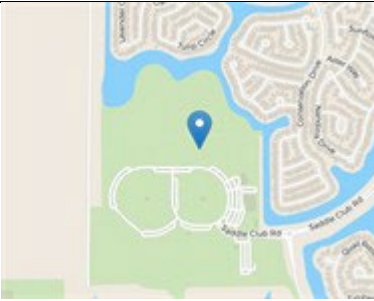

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

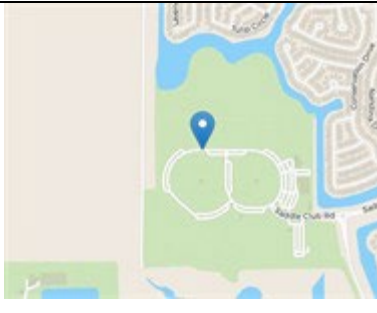

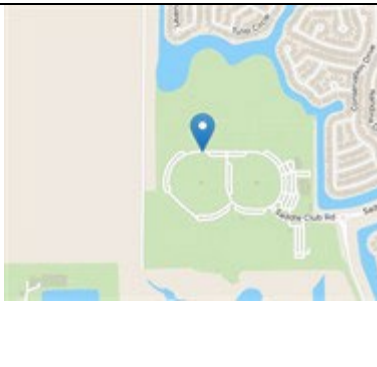

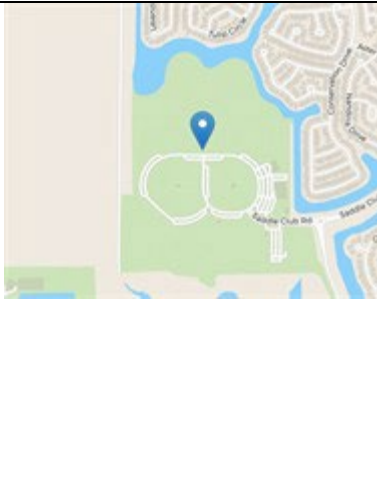
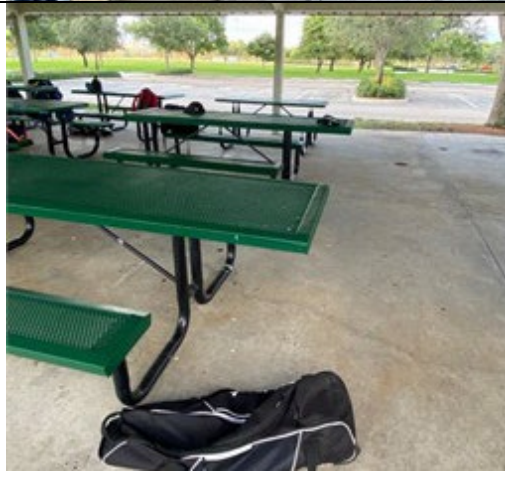


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

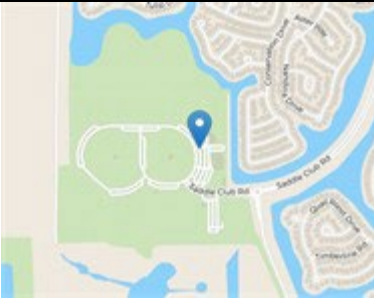

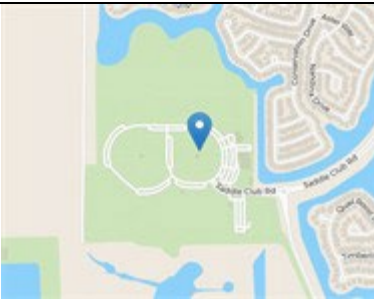

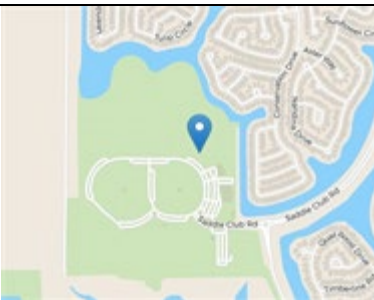

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

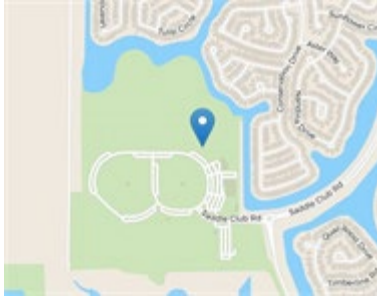


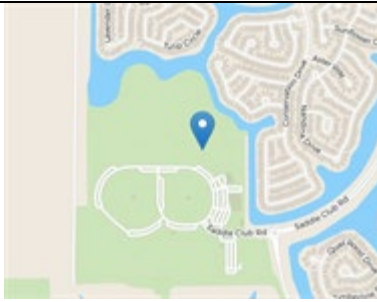



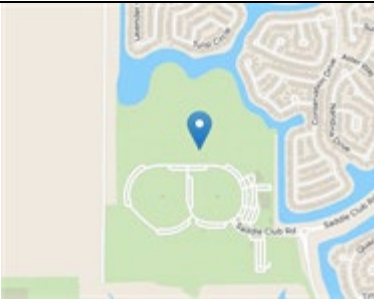


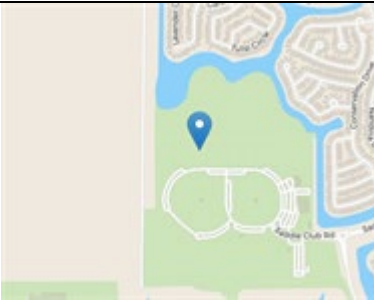

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

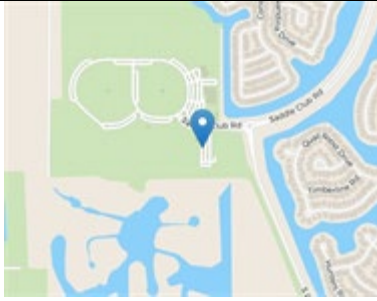

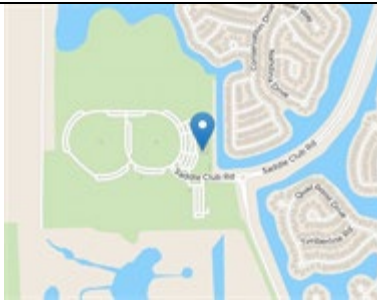

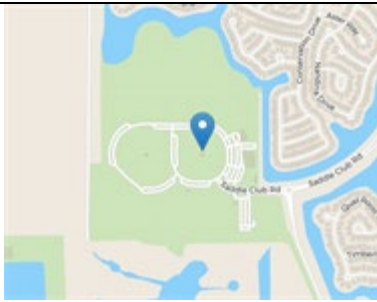



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


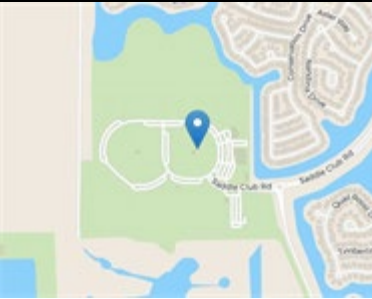

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


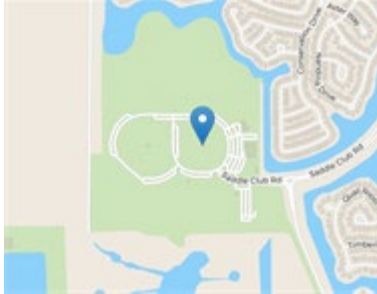

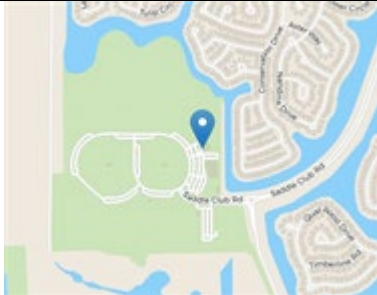

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

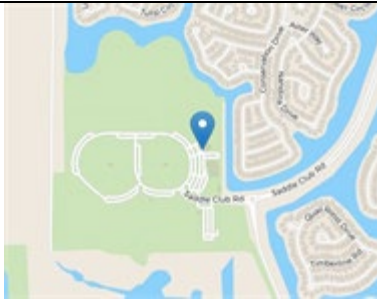

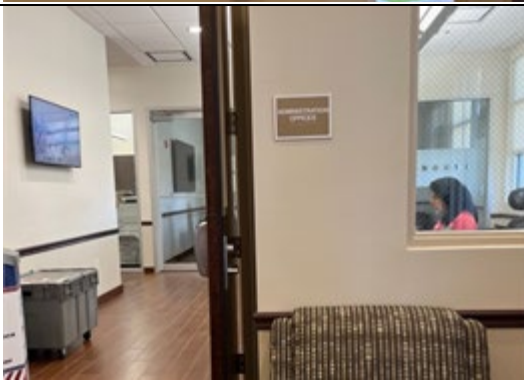
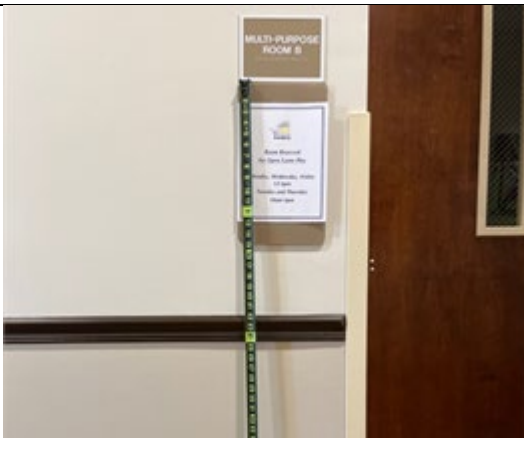


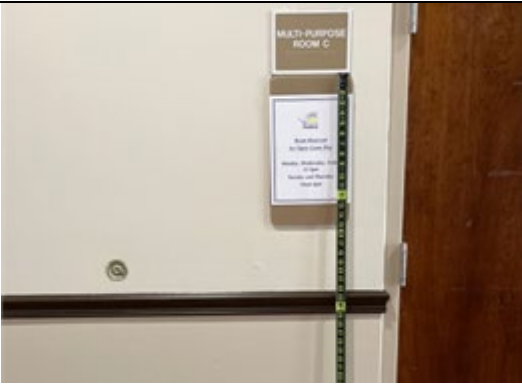


<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			





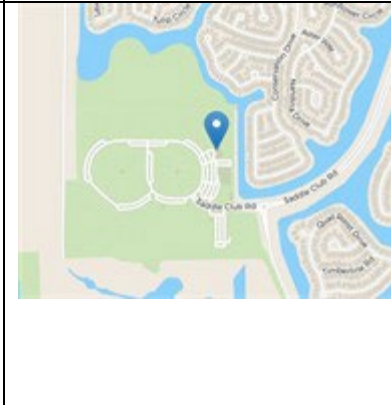
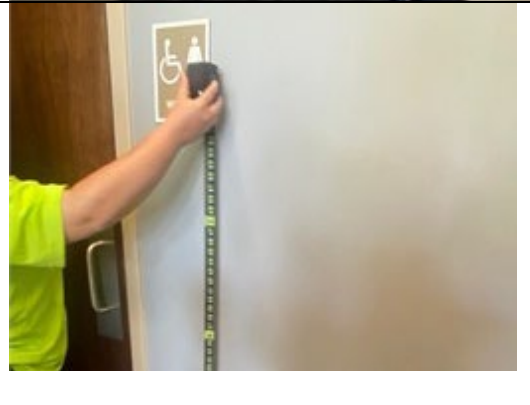
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

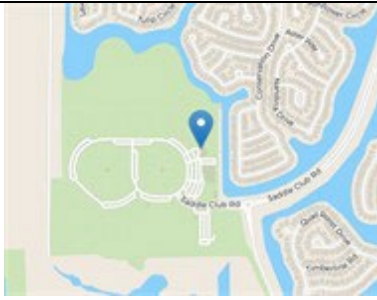
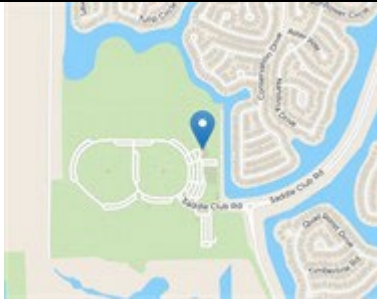

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

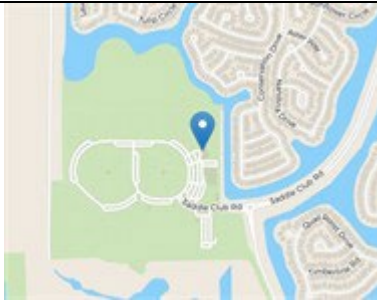

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

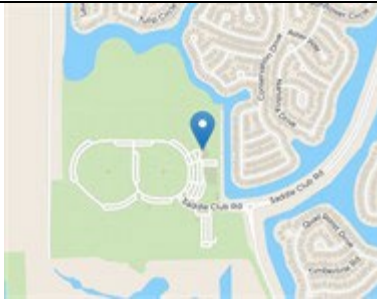

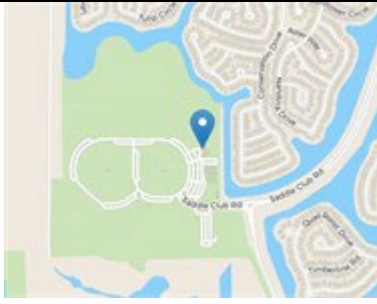

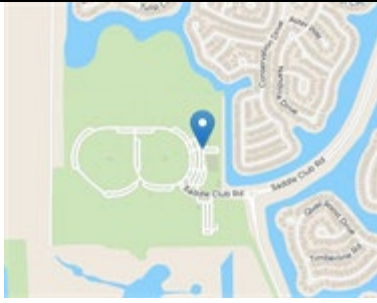

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





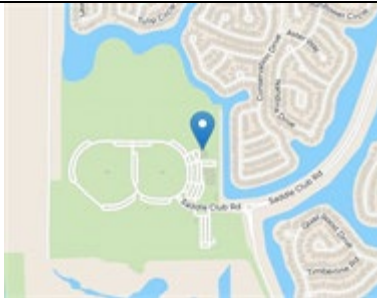

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

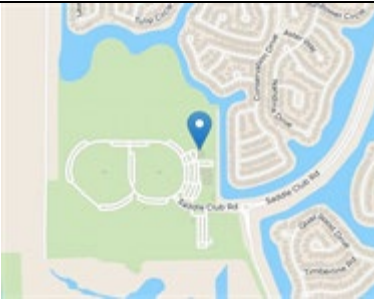

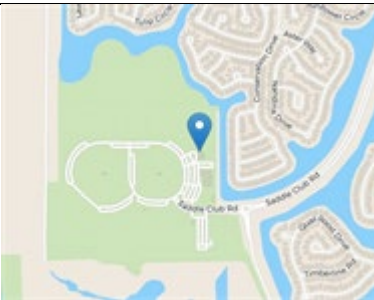

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

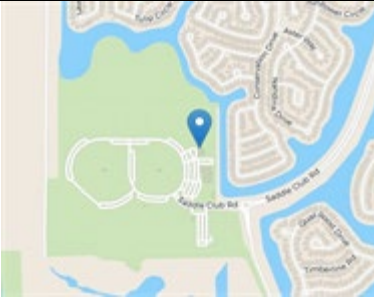


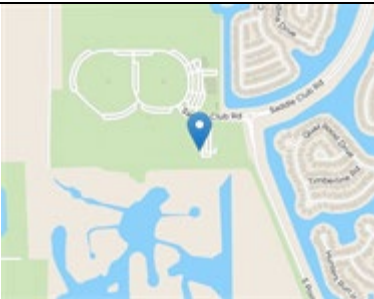

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

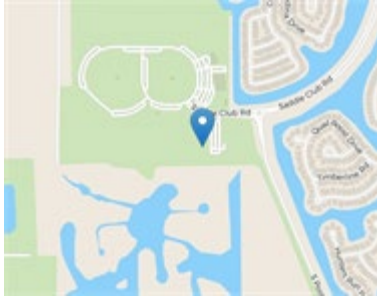

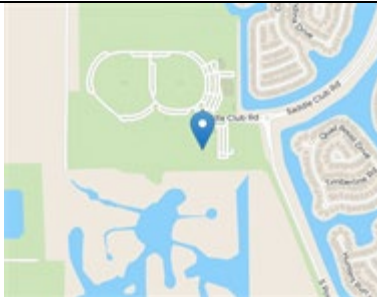

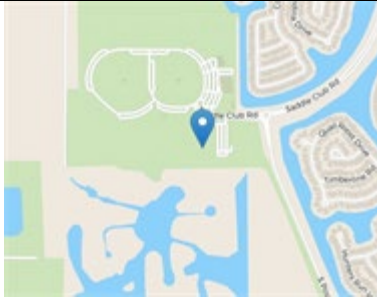

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			



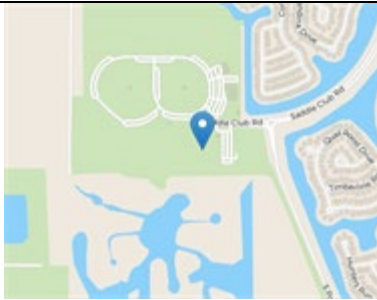


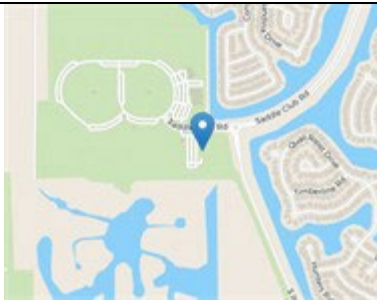

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

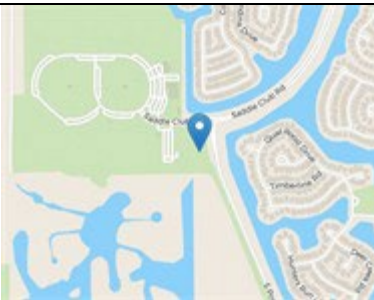

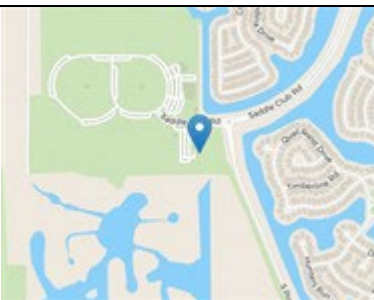

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

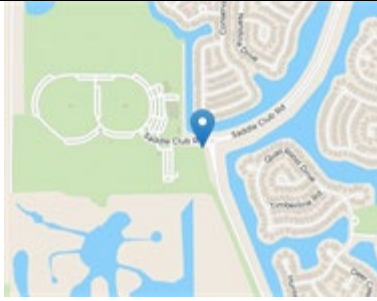


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

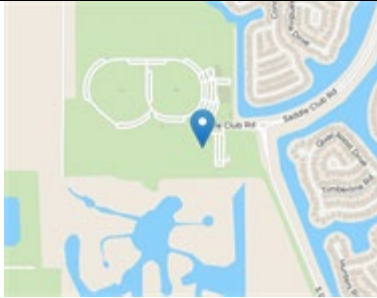

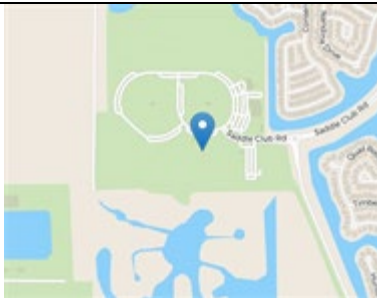



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

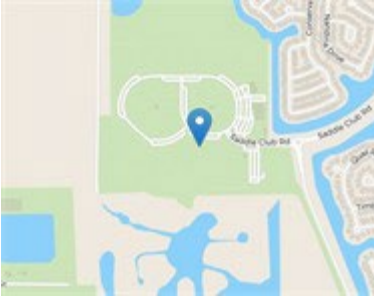

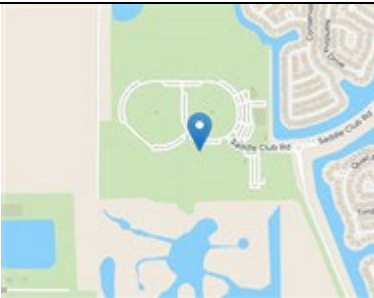

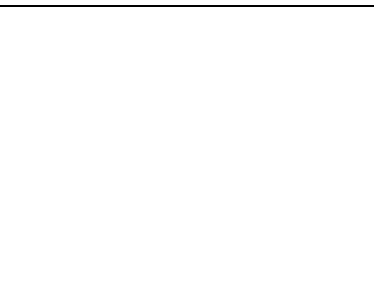

<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

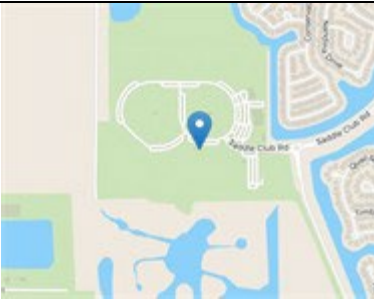

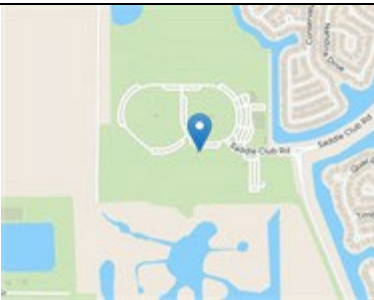

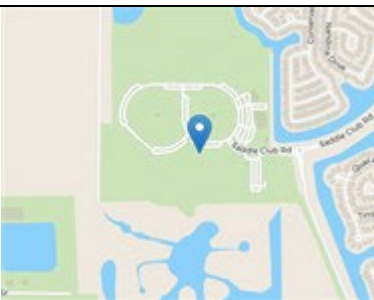

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				



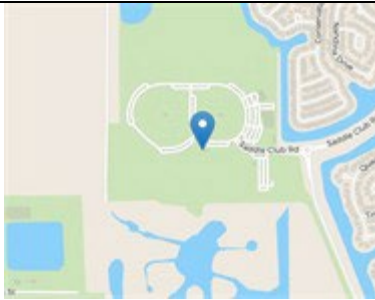

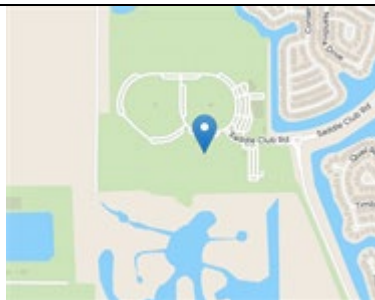

<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

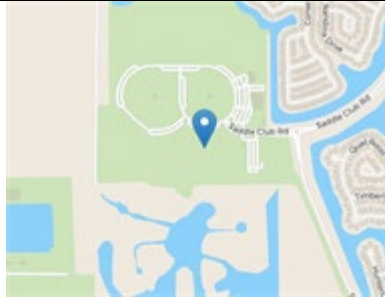

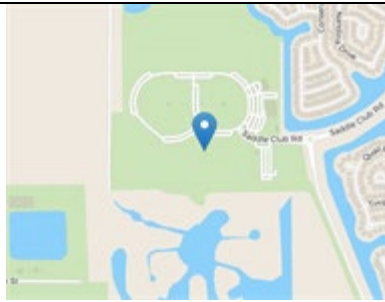

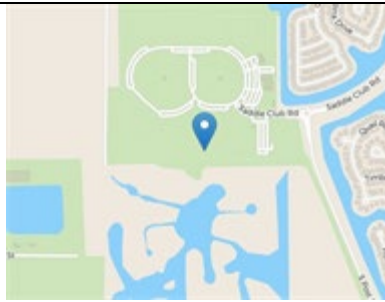
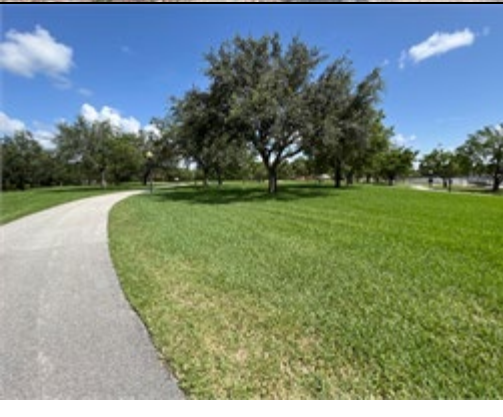


<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

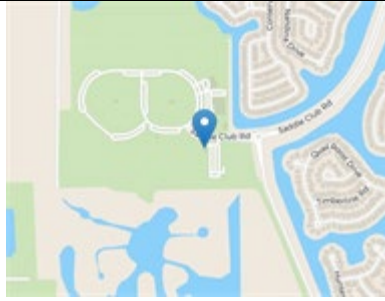

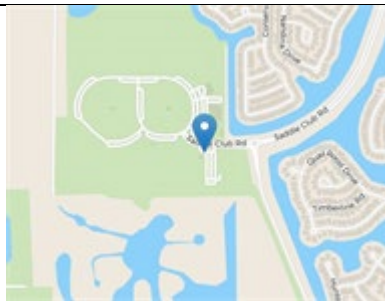

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



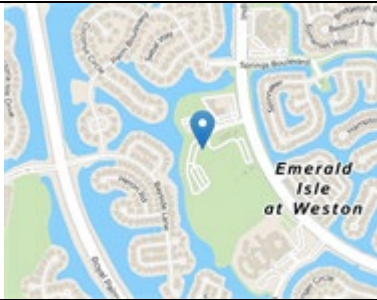

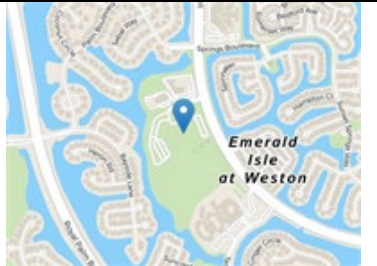





<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

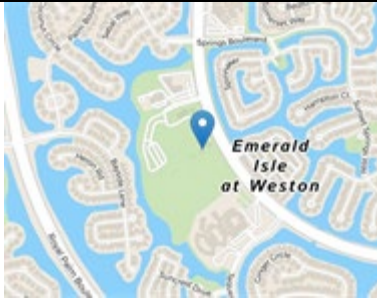

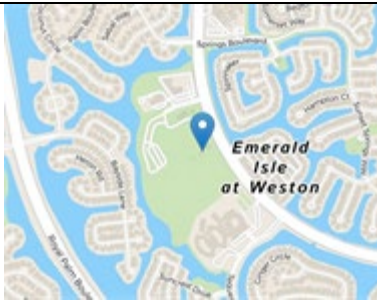



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			








<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



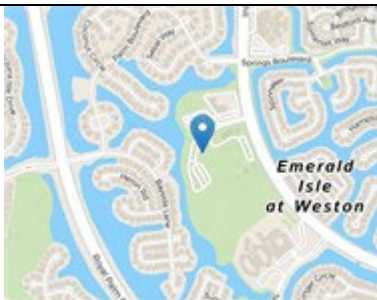



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


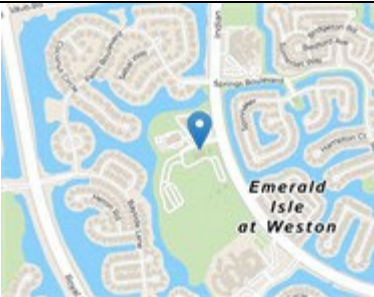





<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			






<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

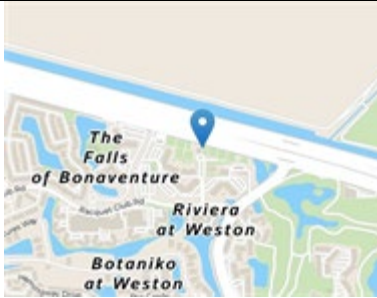

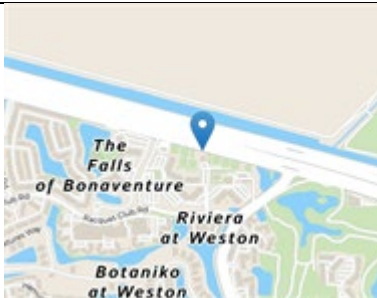



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

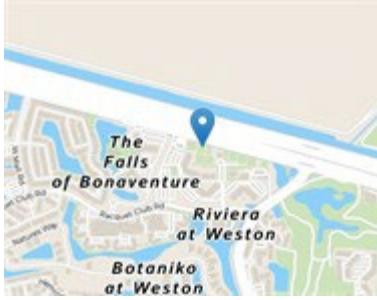

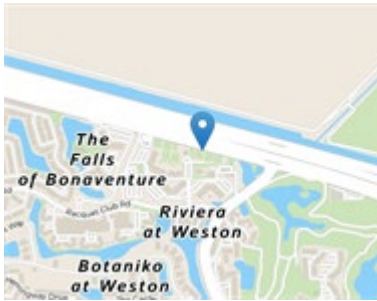

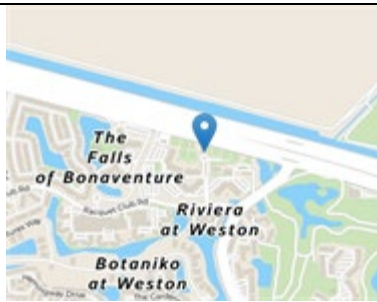
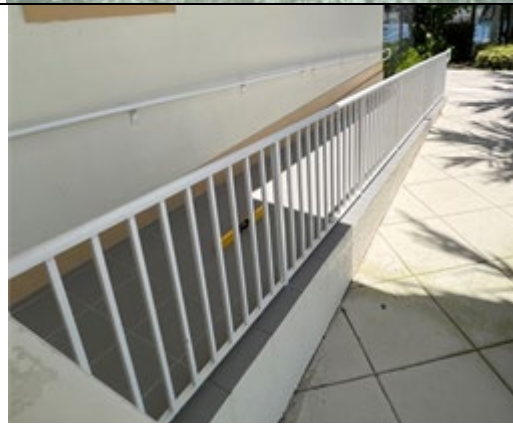


<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	




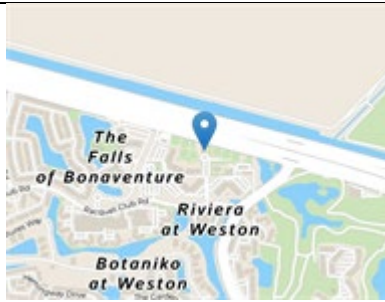

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

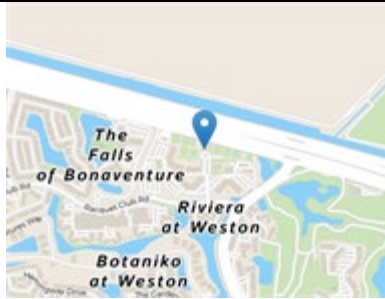

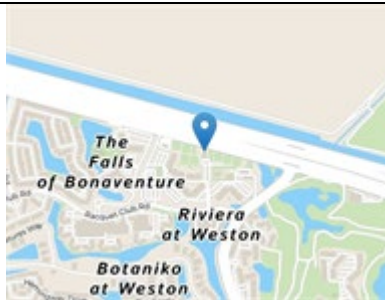

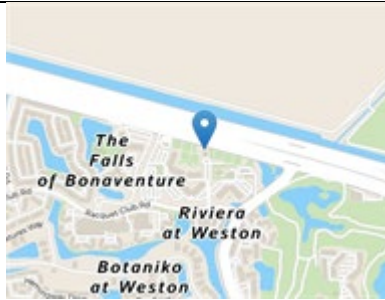

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the







number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.







## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**





## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

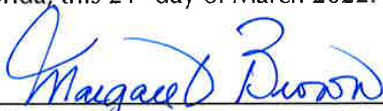
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

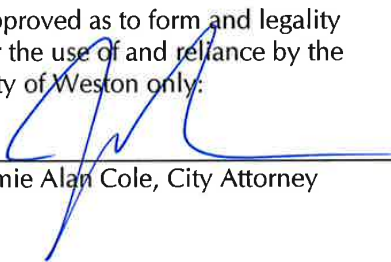
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

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**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14





CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.





4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.





- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]





## SECTION 8 – SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

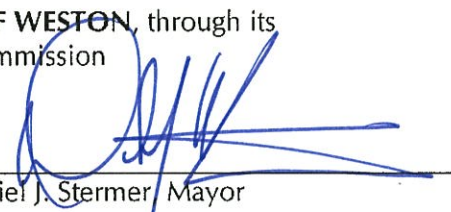




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission

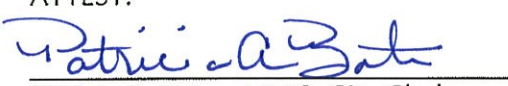
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

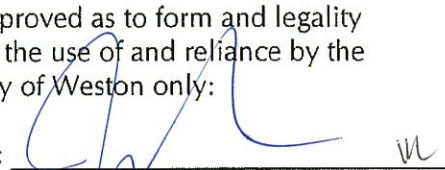
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

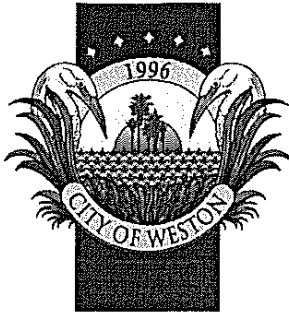
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>





November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**



**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE ("Lease")** dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."



**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) Phased Construction. It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) Schedule for Development of Premises. Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) **Consultation.** If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) **Tenant Property.** Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) **Liens.** Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) **Required Governmental Permits and Approvals.** Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FAN INSURANCE INC

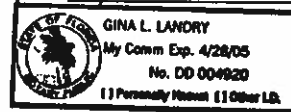
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L Landry  
NOTARY PUBLIC  
Print Name: Gina L Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

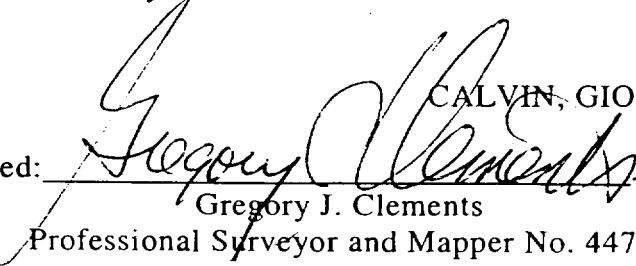
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

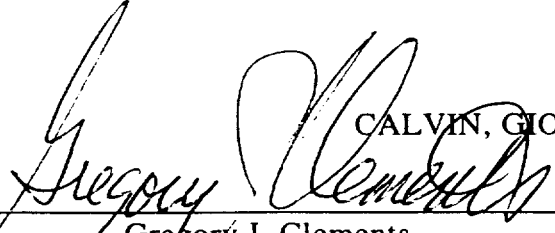
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





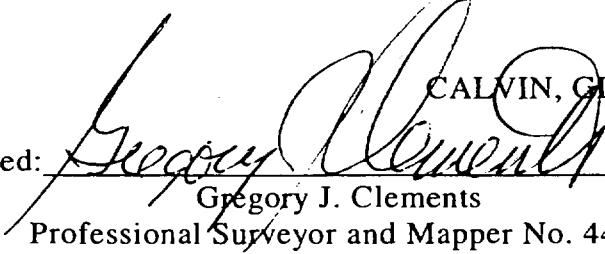
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

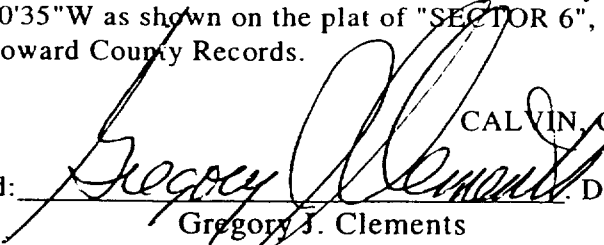
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



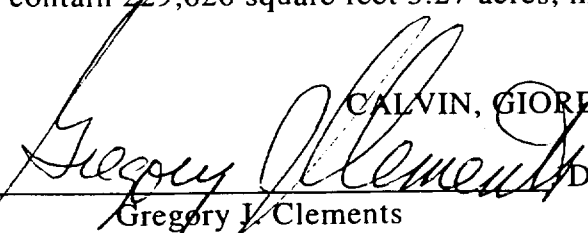
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

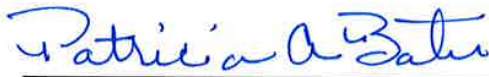
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

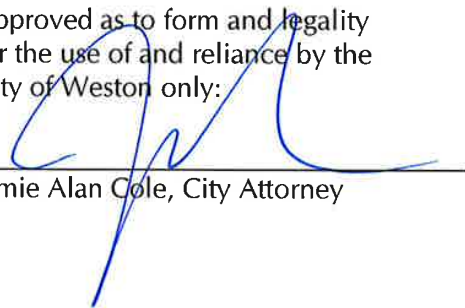
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.







**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A|

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>th</sup> day of June, 2021

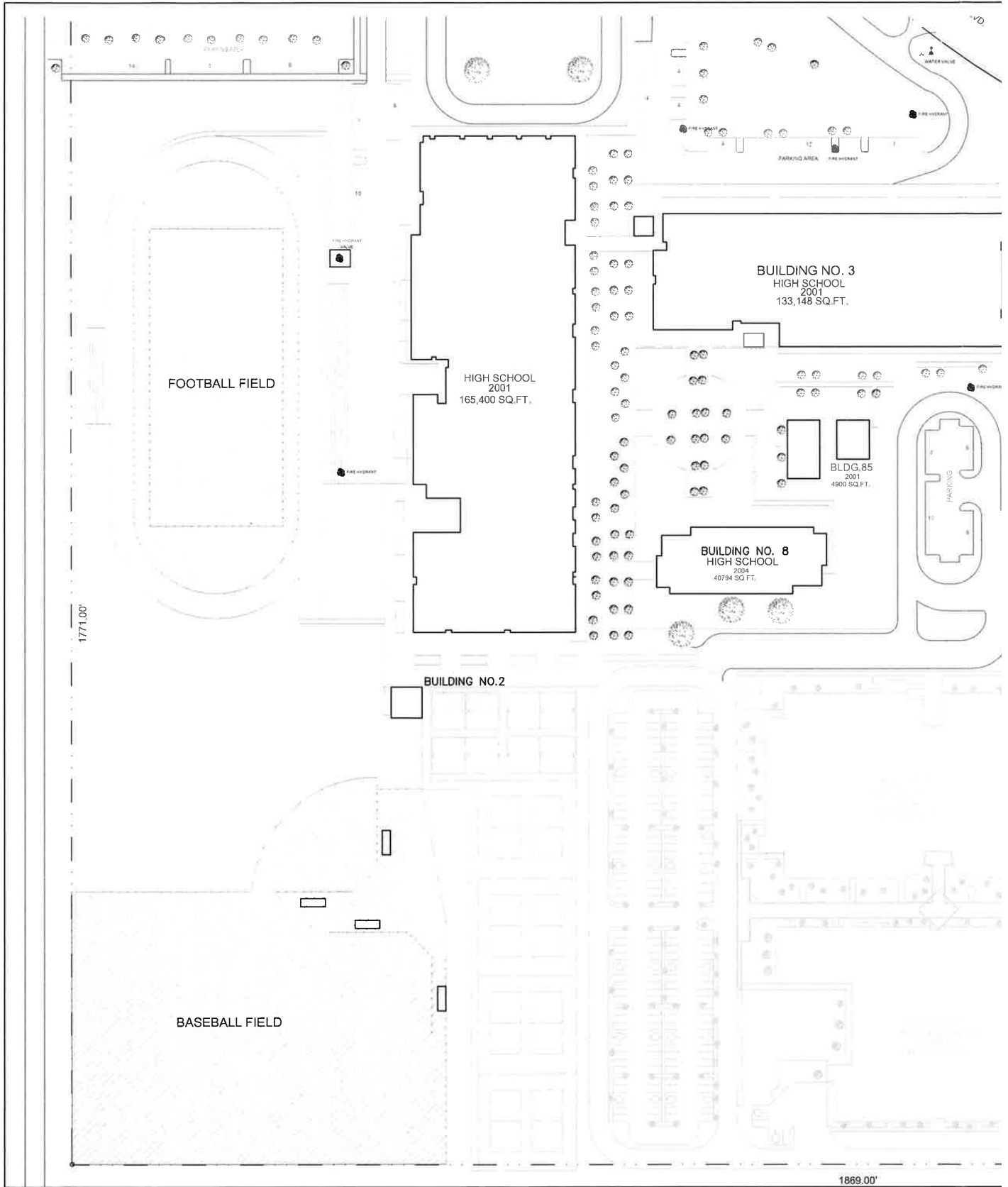
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

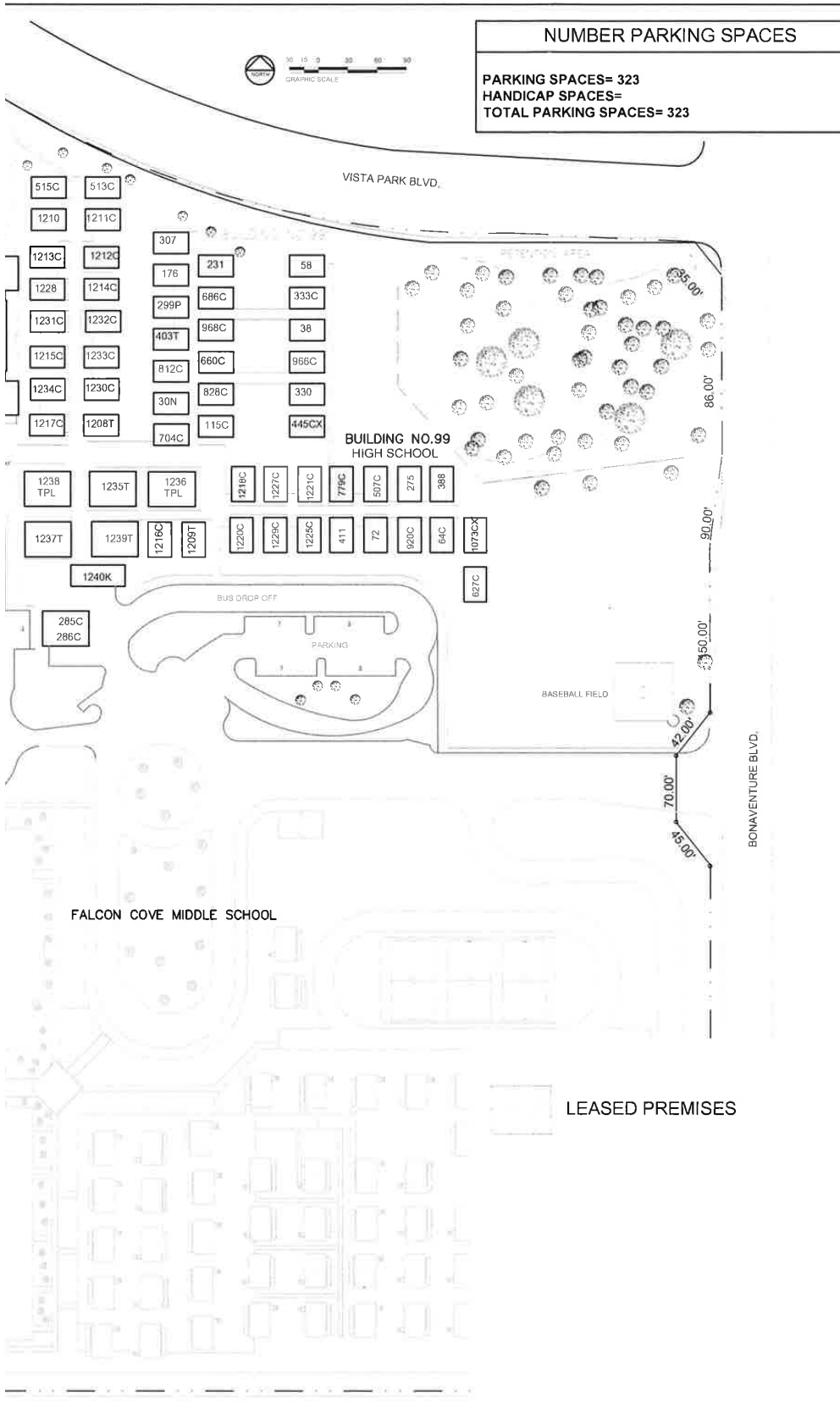
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL FACILITY	
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:



Approve



Disapprove

Name

Title

Date

Signature:



Approve



Disapprove

RATIONALE FOR DISAPPROVAL







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## Appendix K. Public Survey

# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

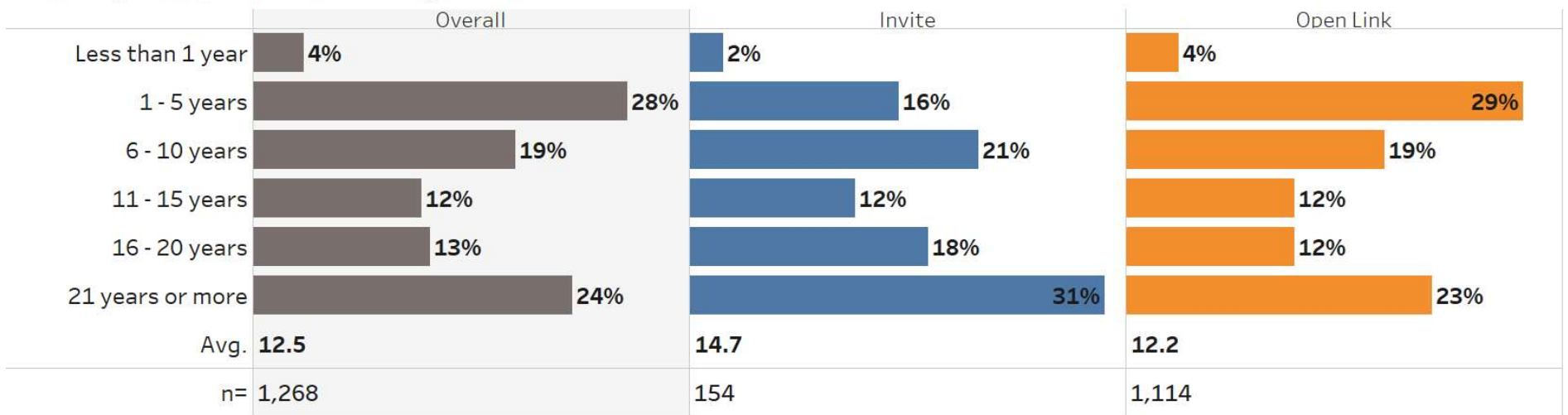
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



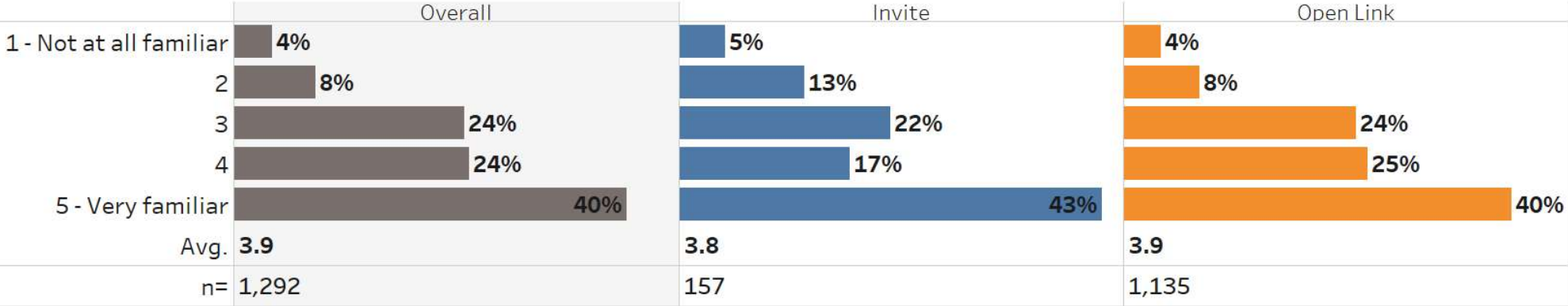
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

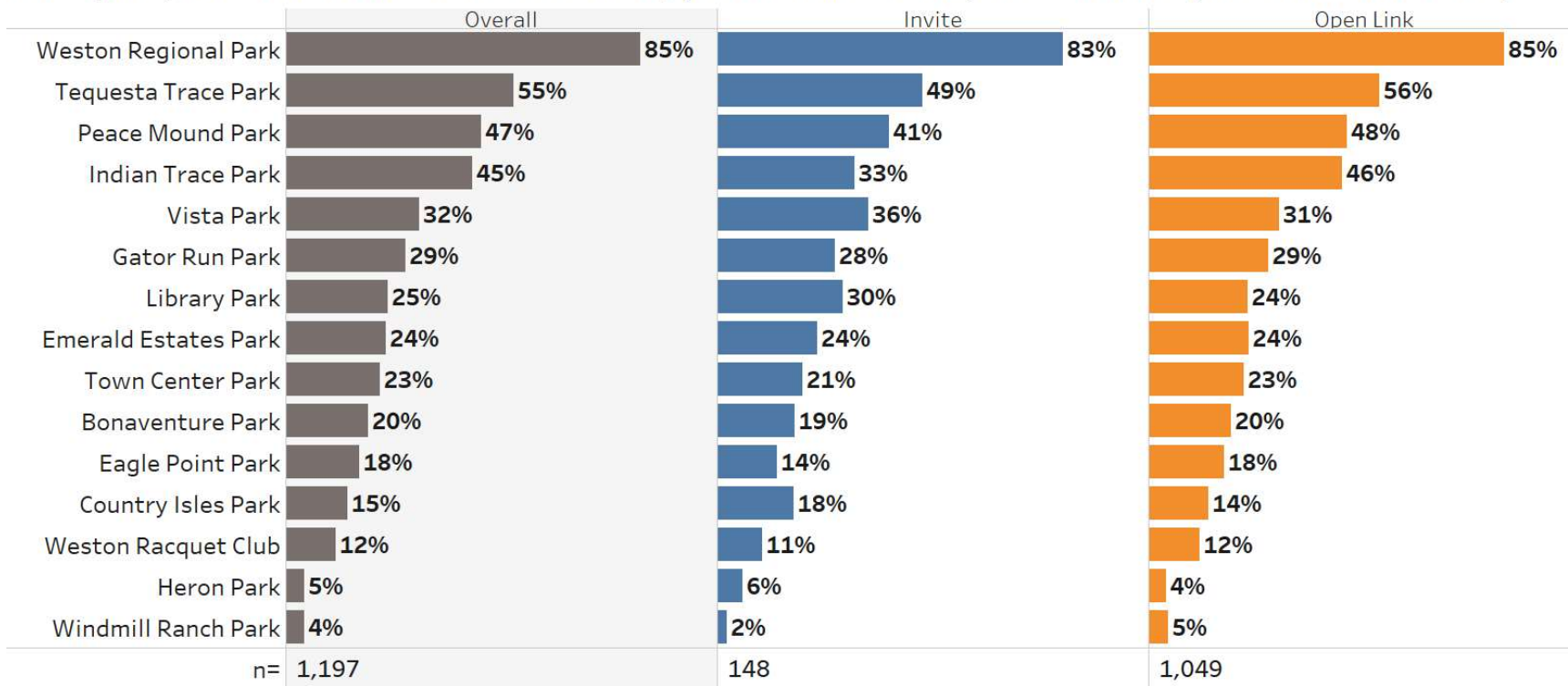
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



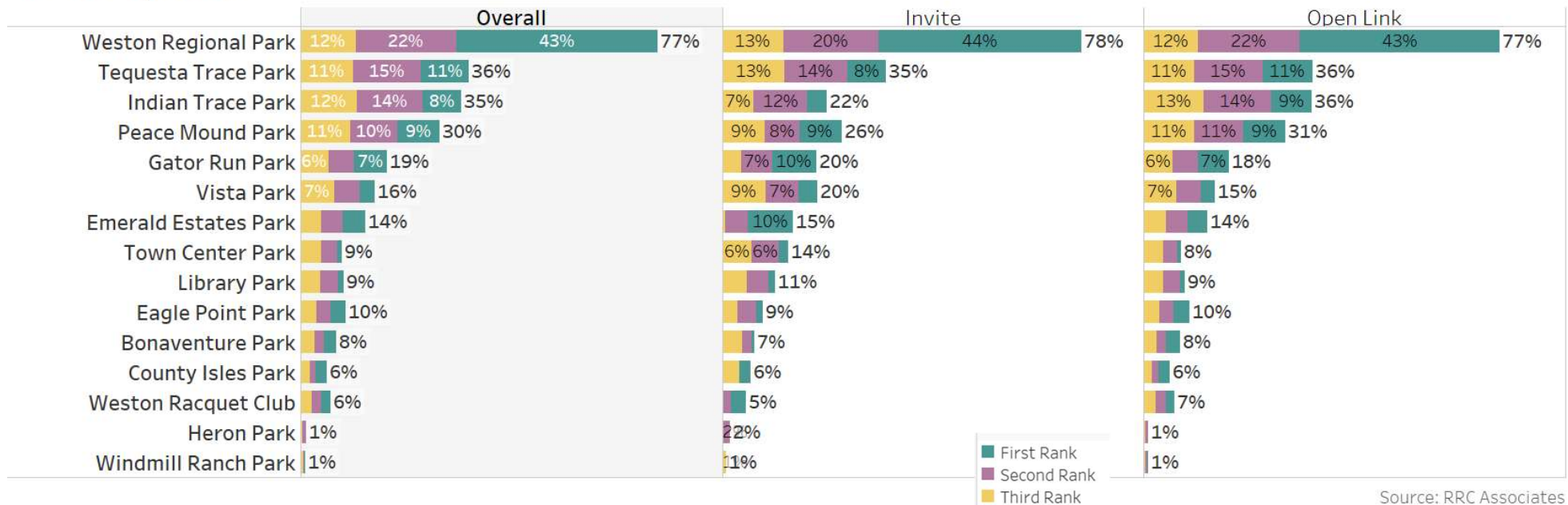
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

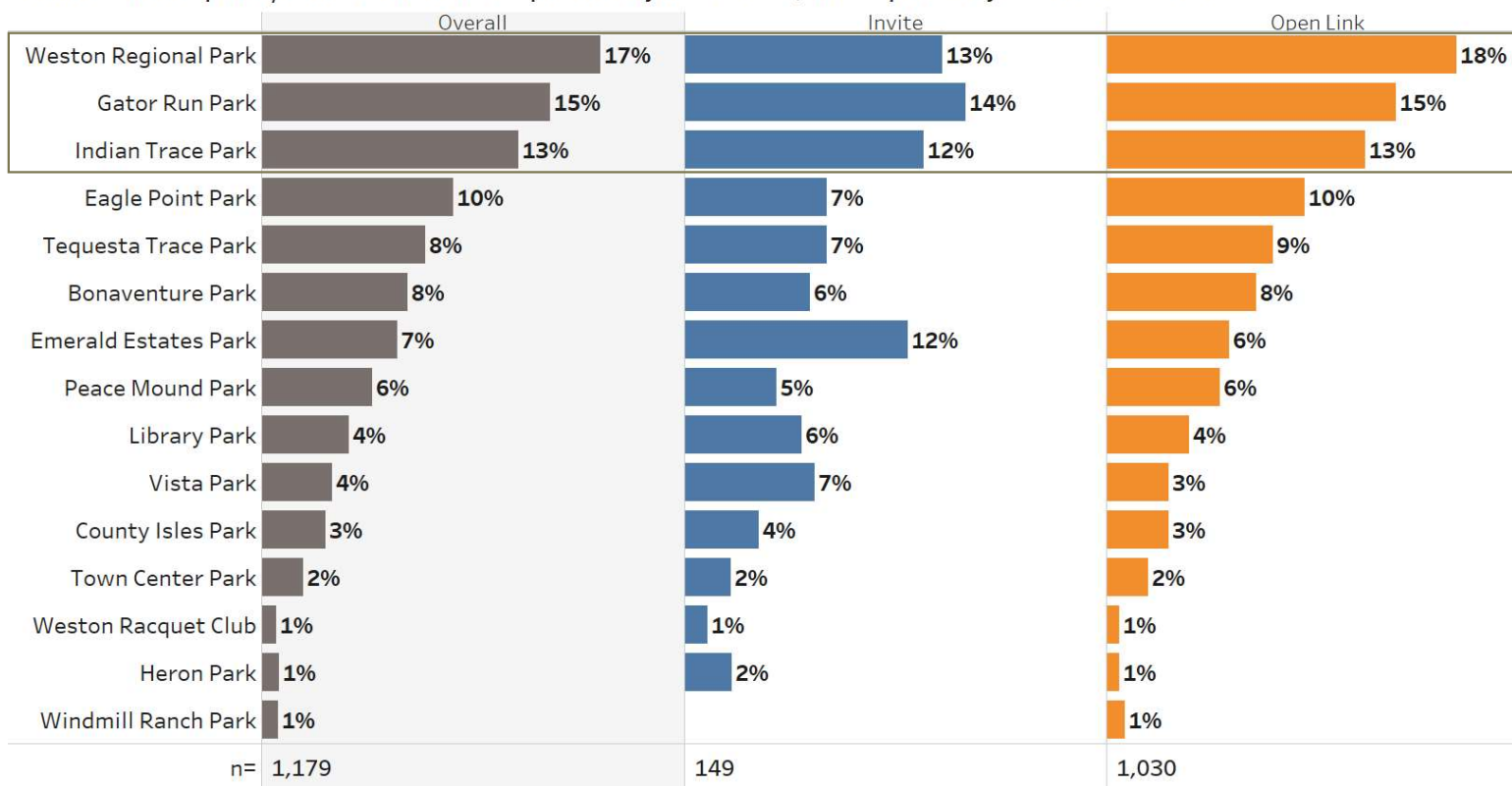


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

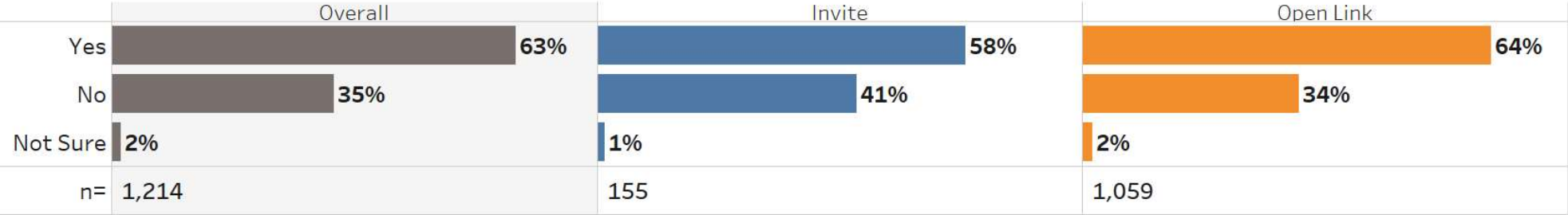


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

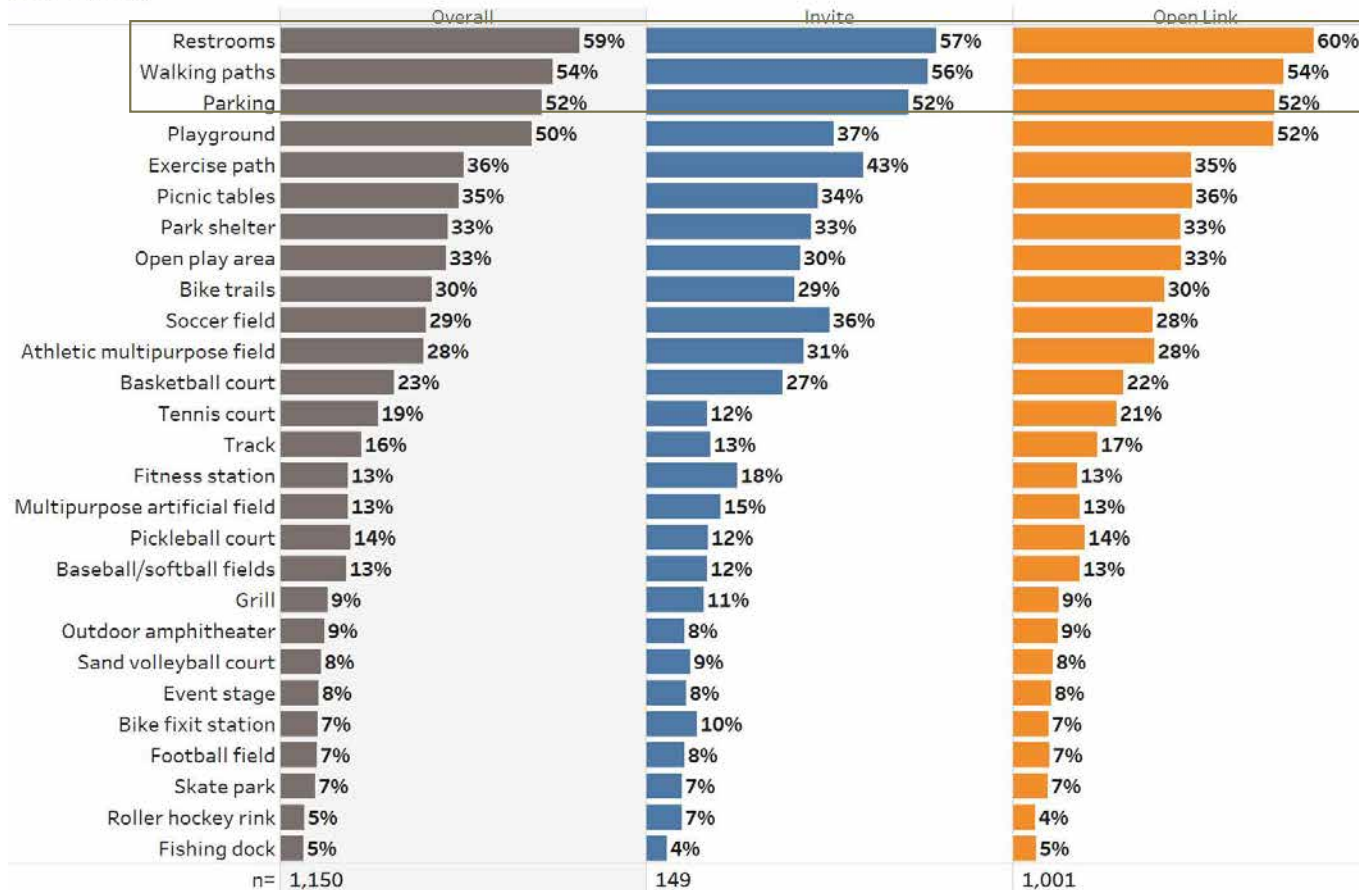
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

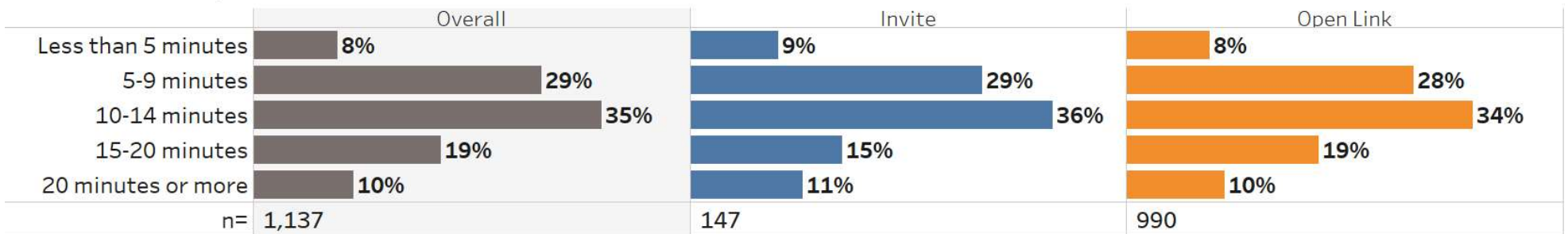
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

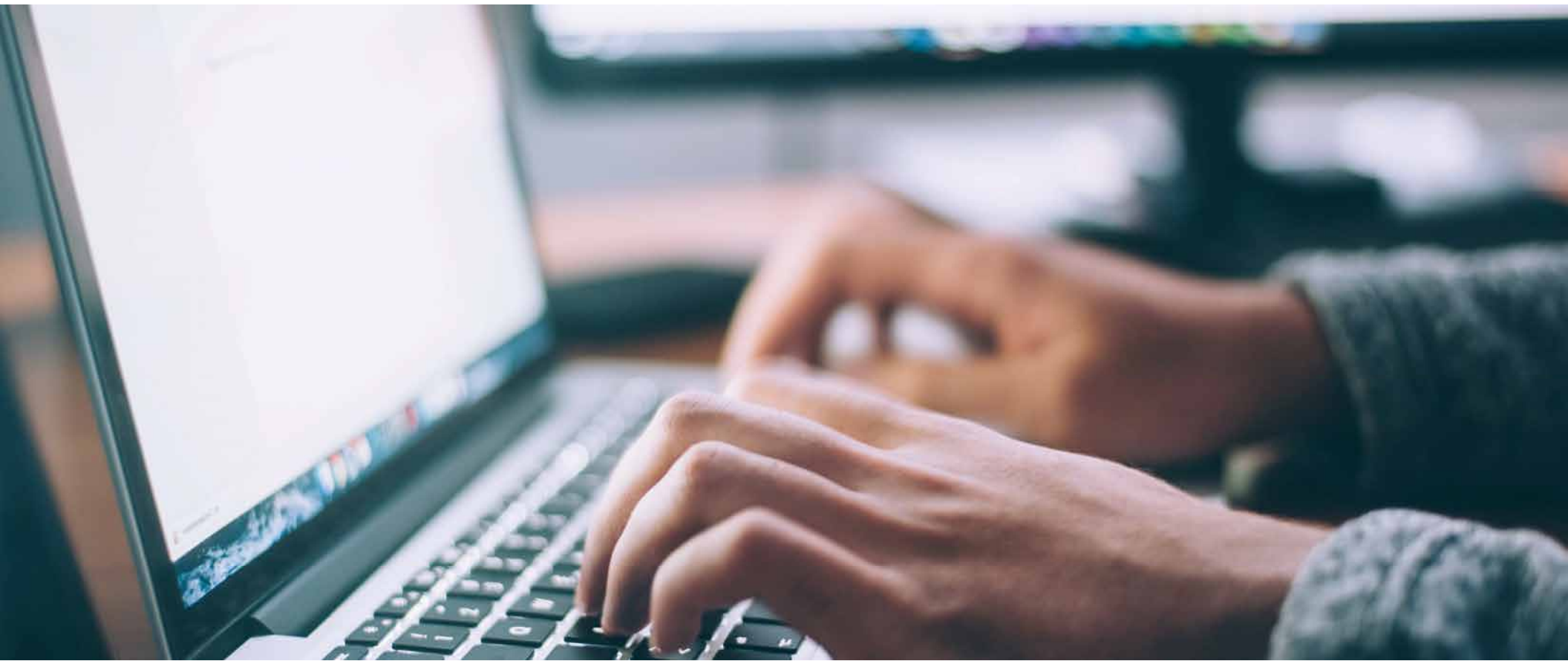
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	68%	68%	68%
Walking/running	13%	16%	12%
Bicycle	12%	12%	12%
Electric vehicle	5%	4%	5%
Public transportation	1%		1%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Other	0%		0%
n=	1,163	152	1,011

Source: RRC Associates

# Communication

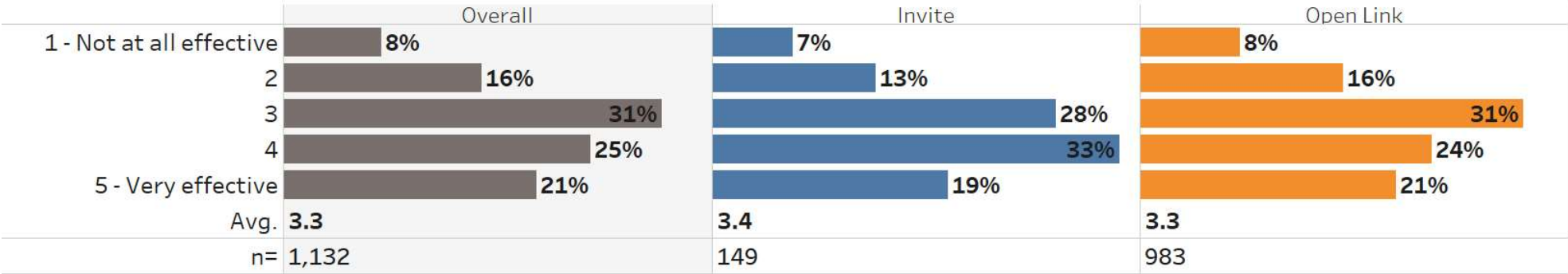




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

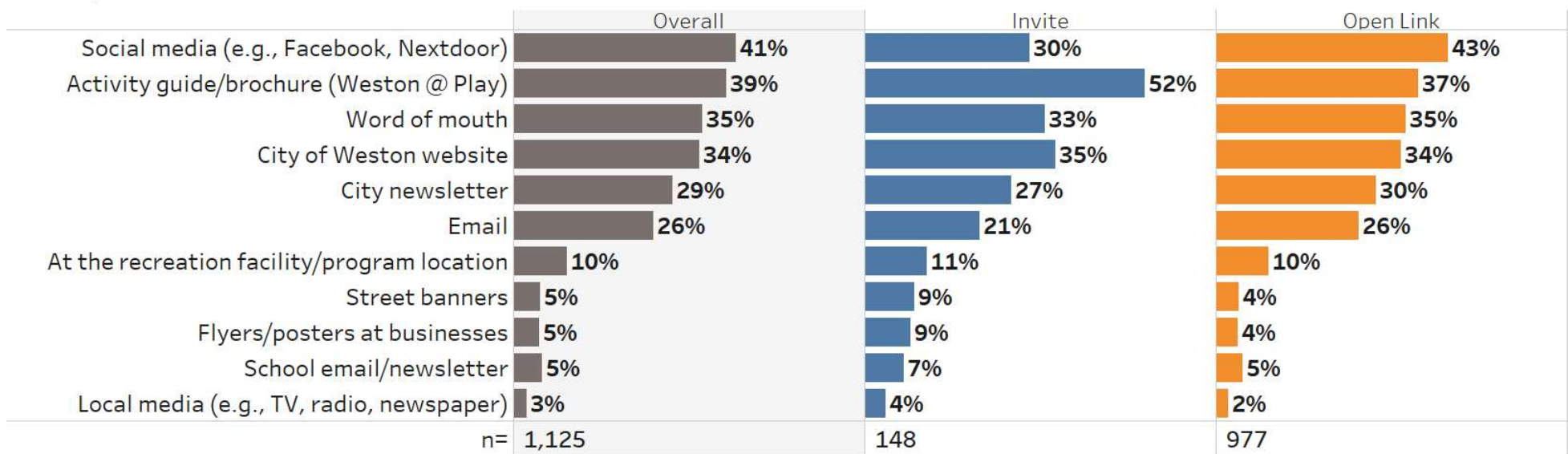


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

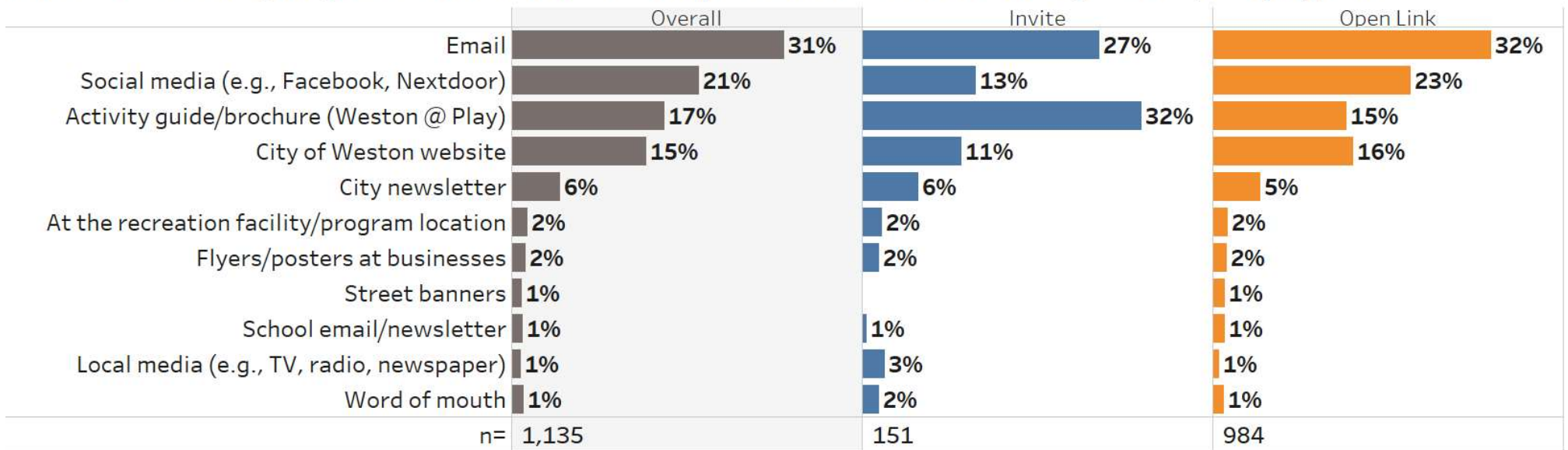


Source: RRC Associates

# Preferred Communication

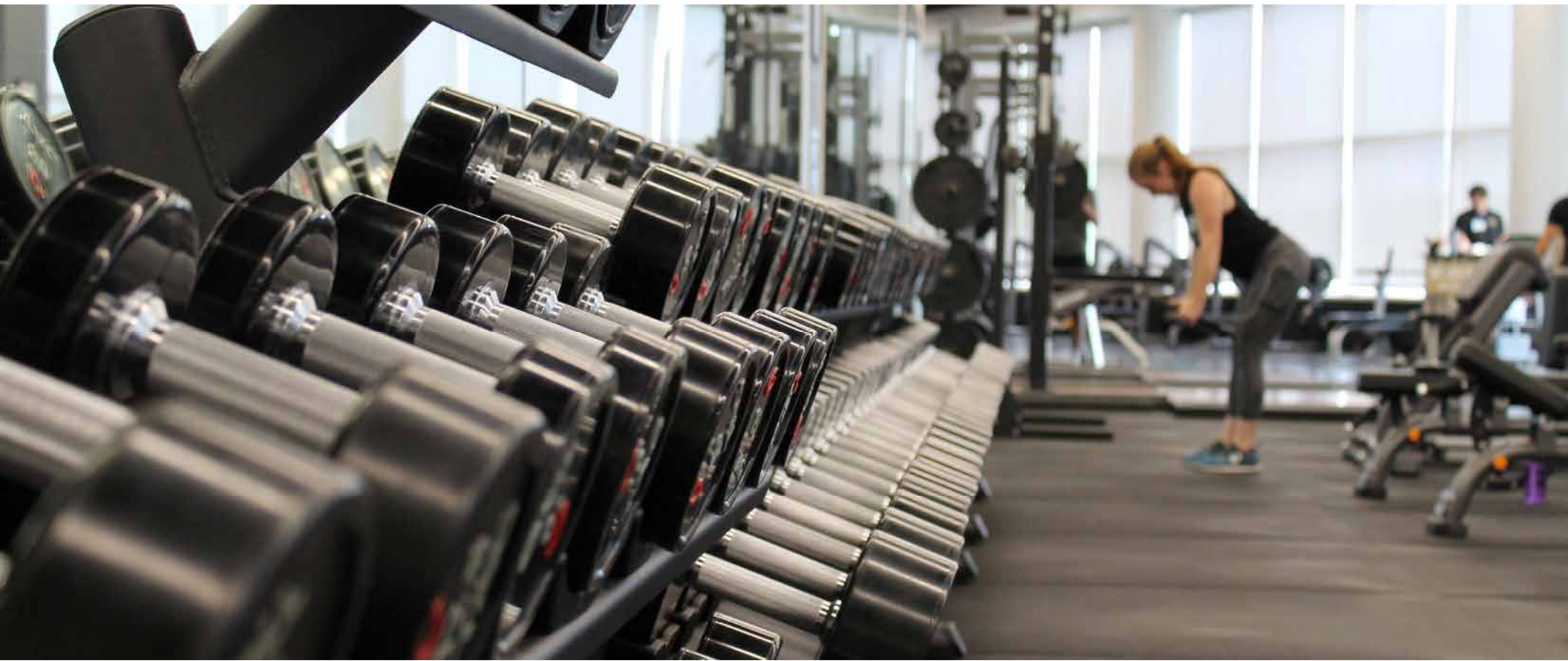
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



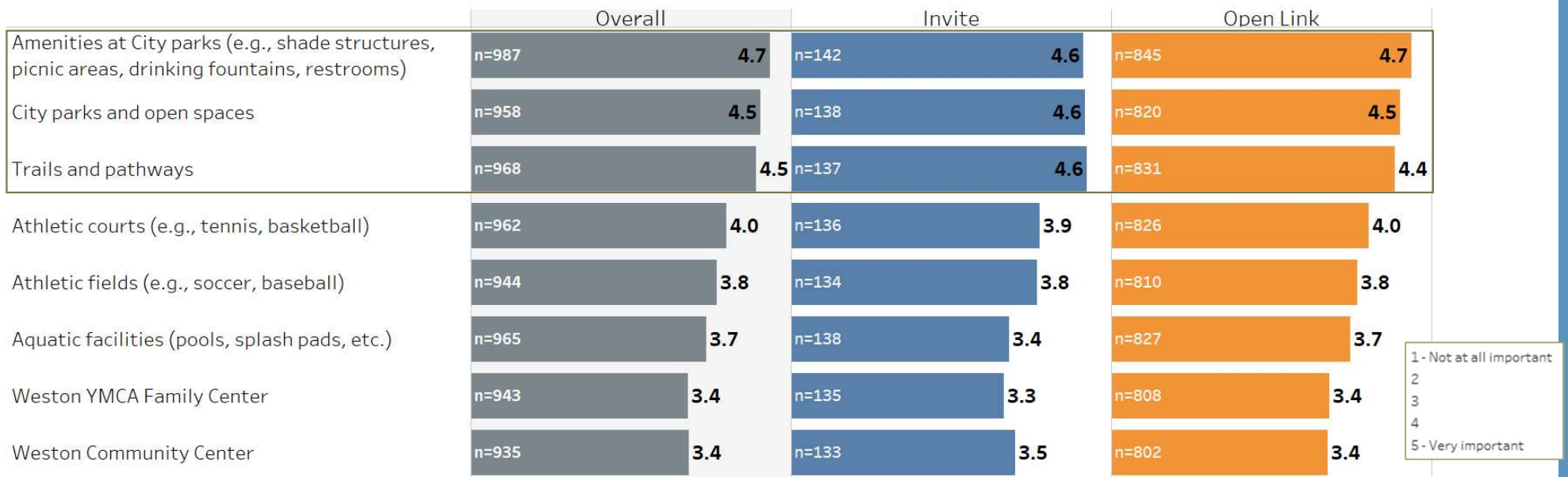


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

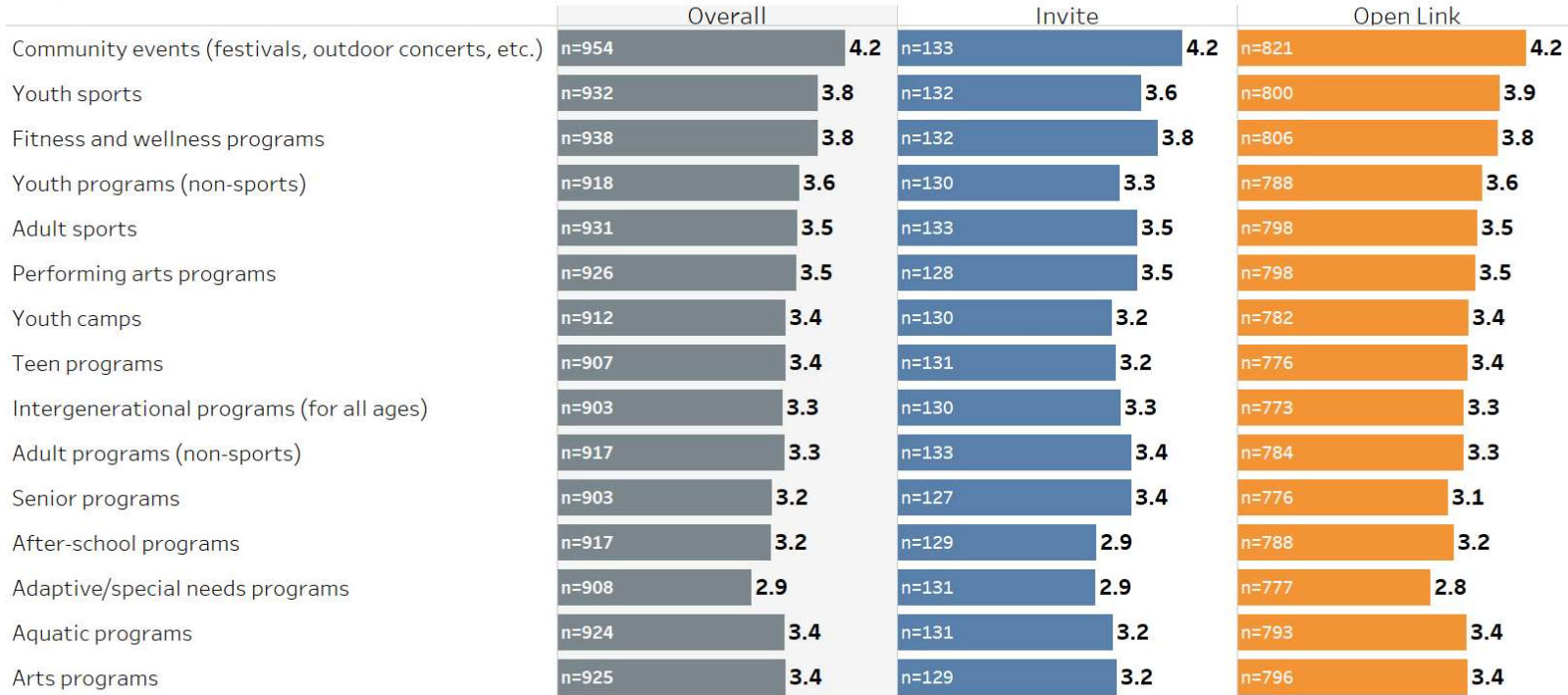


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

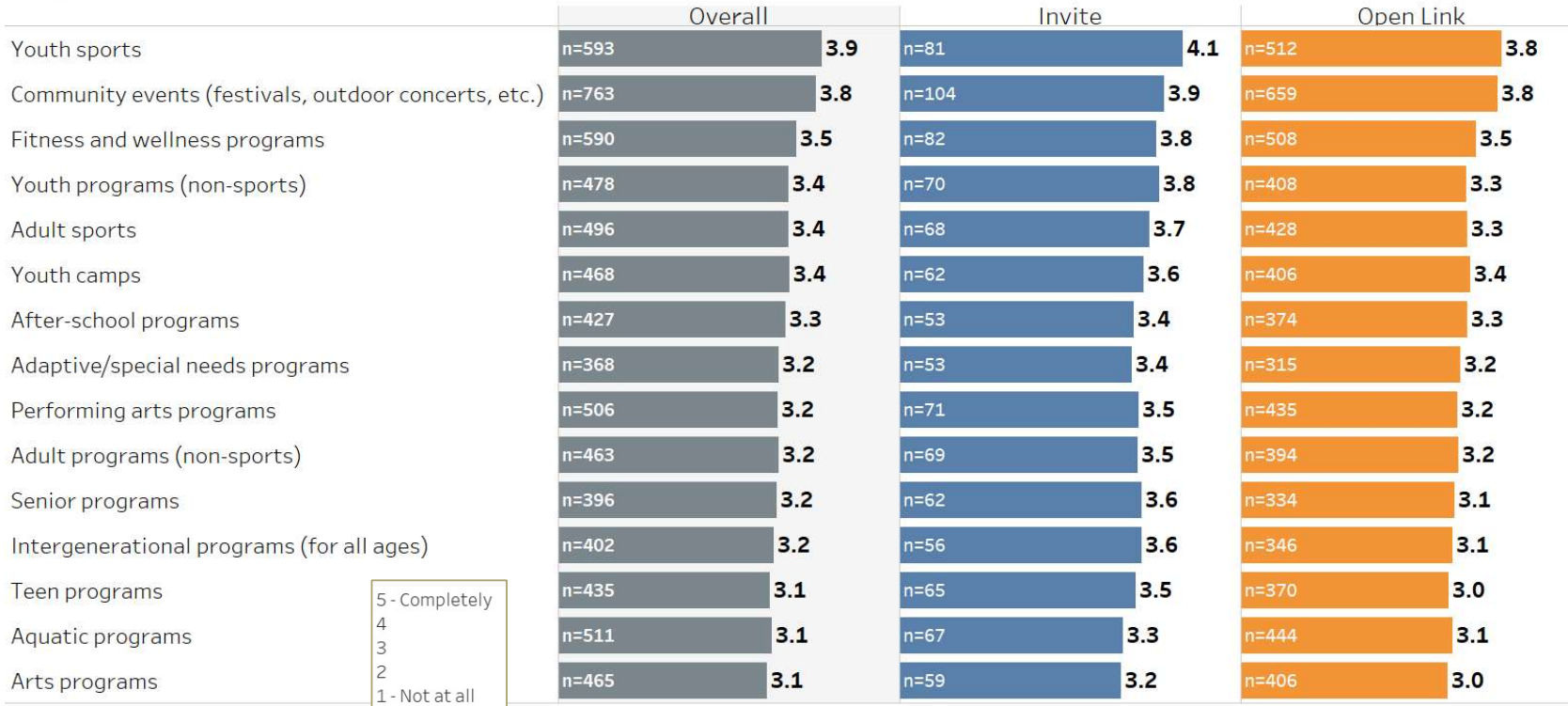
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Programs & Services

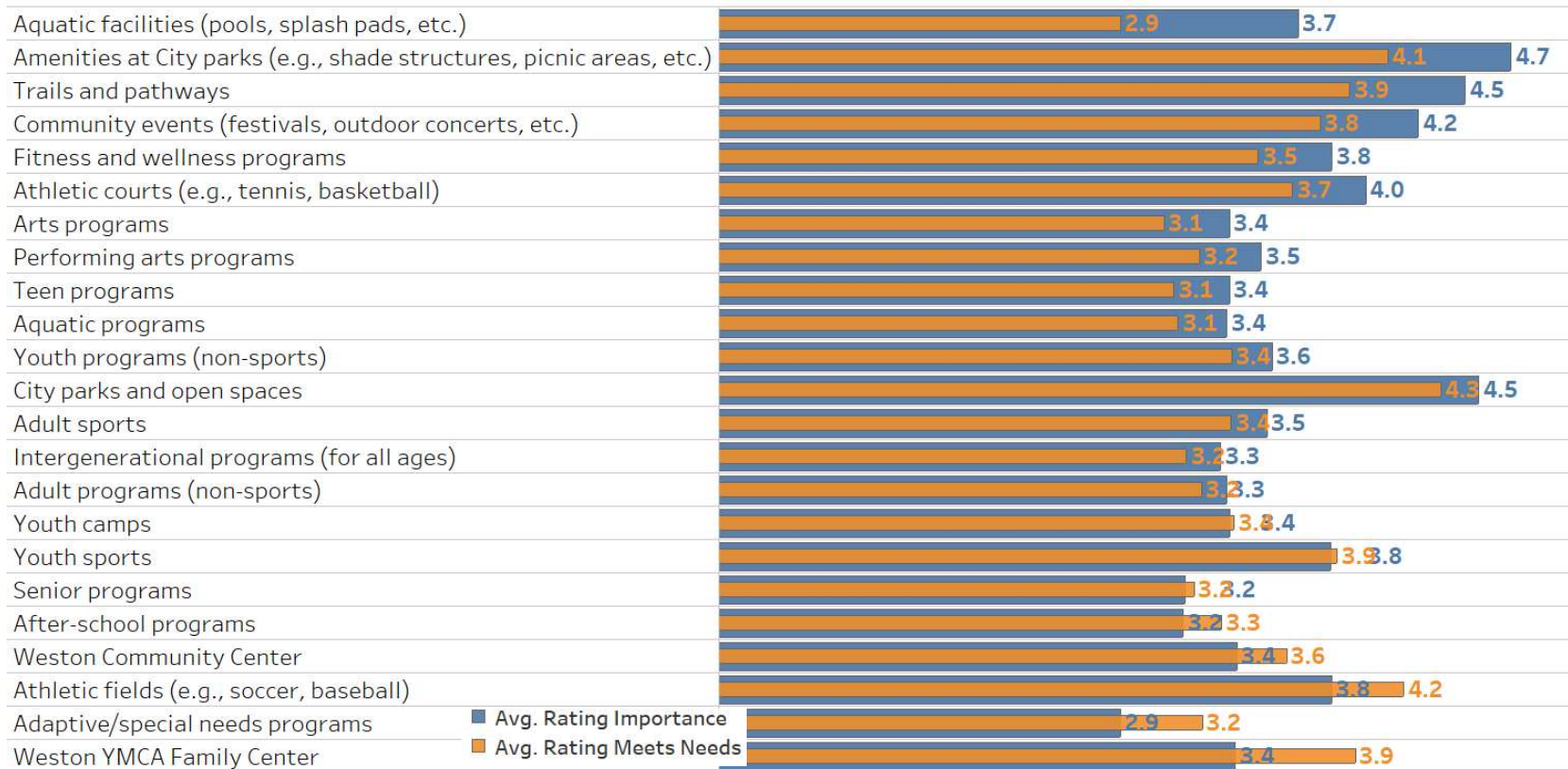


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

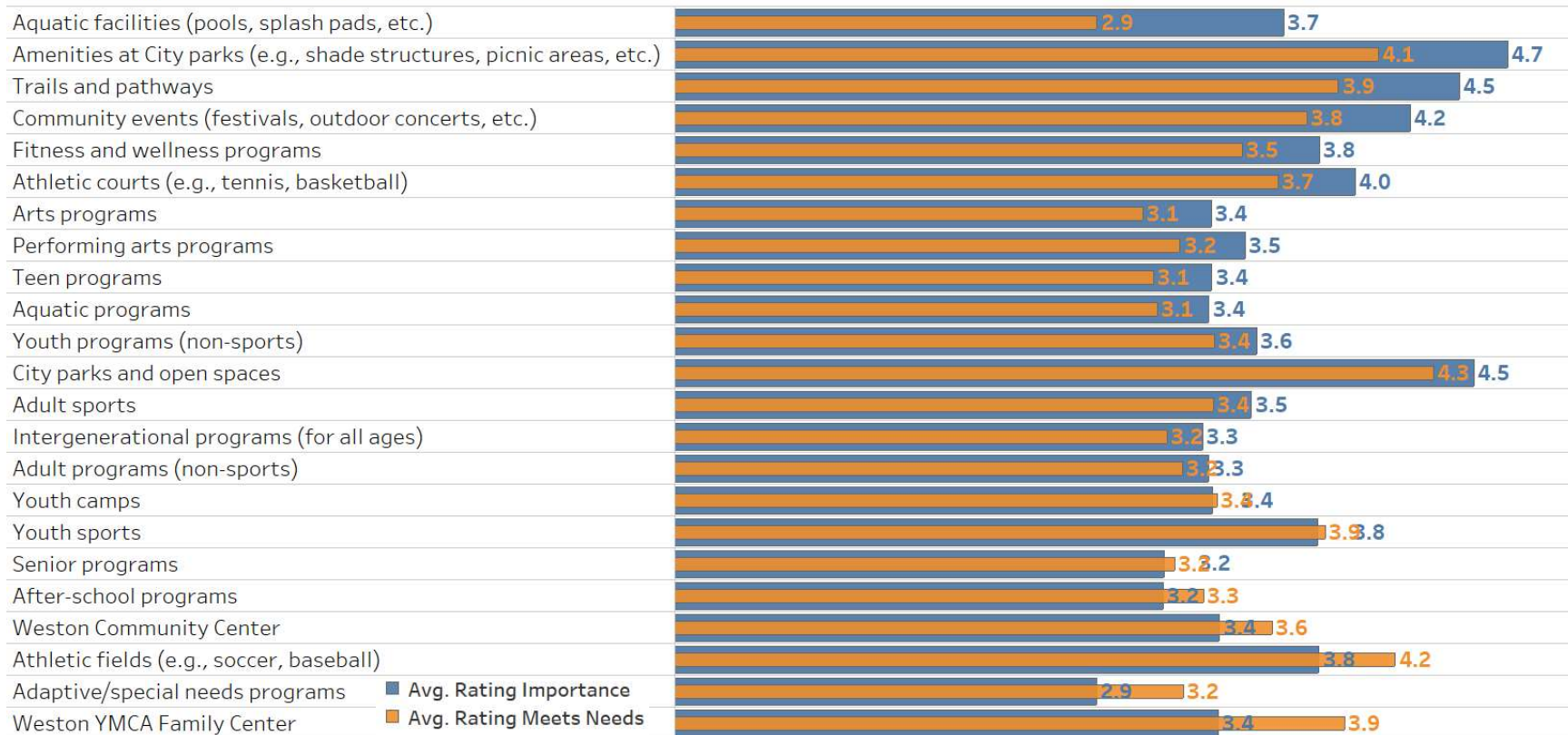
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

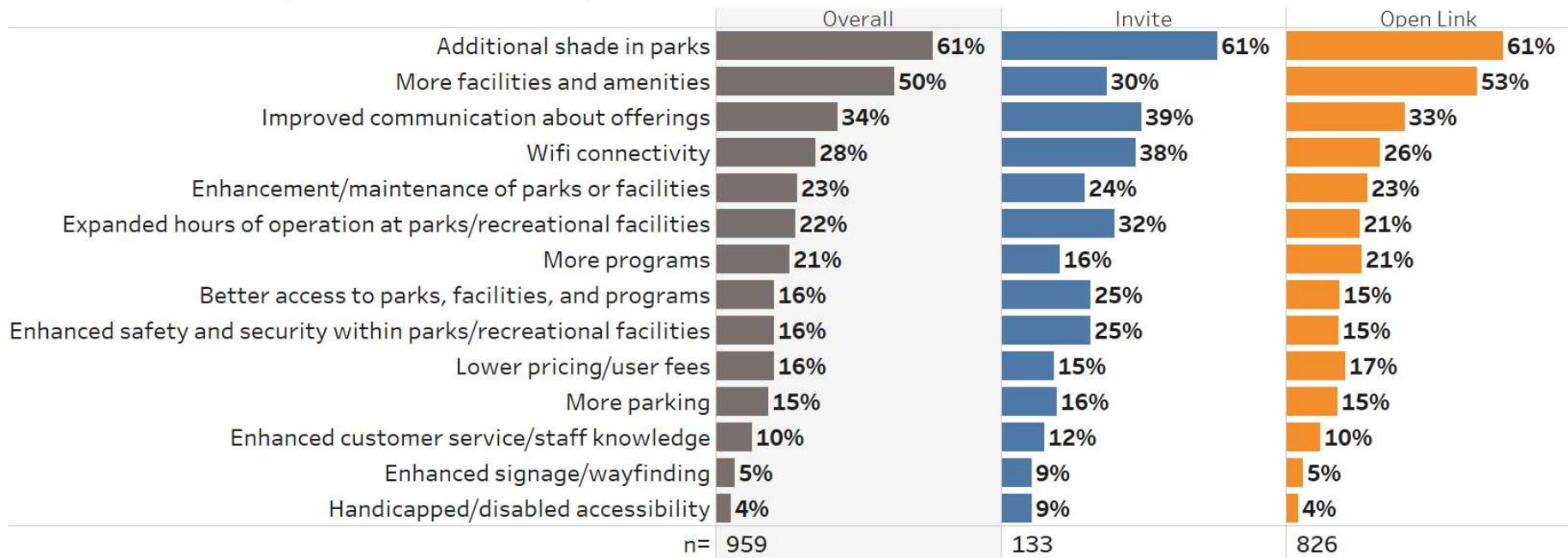


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

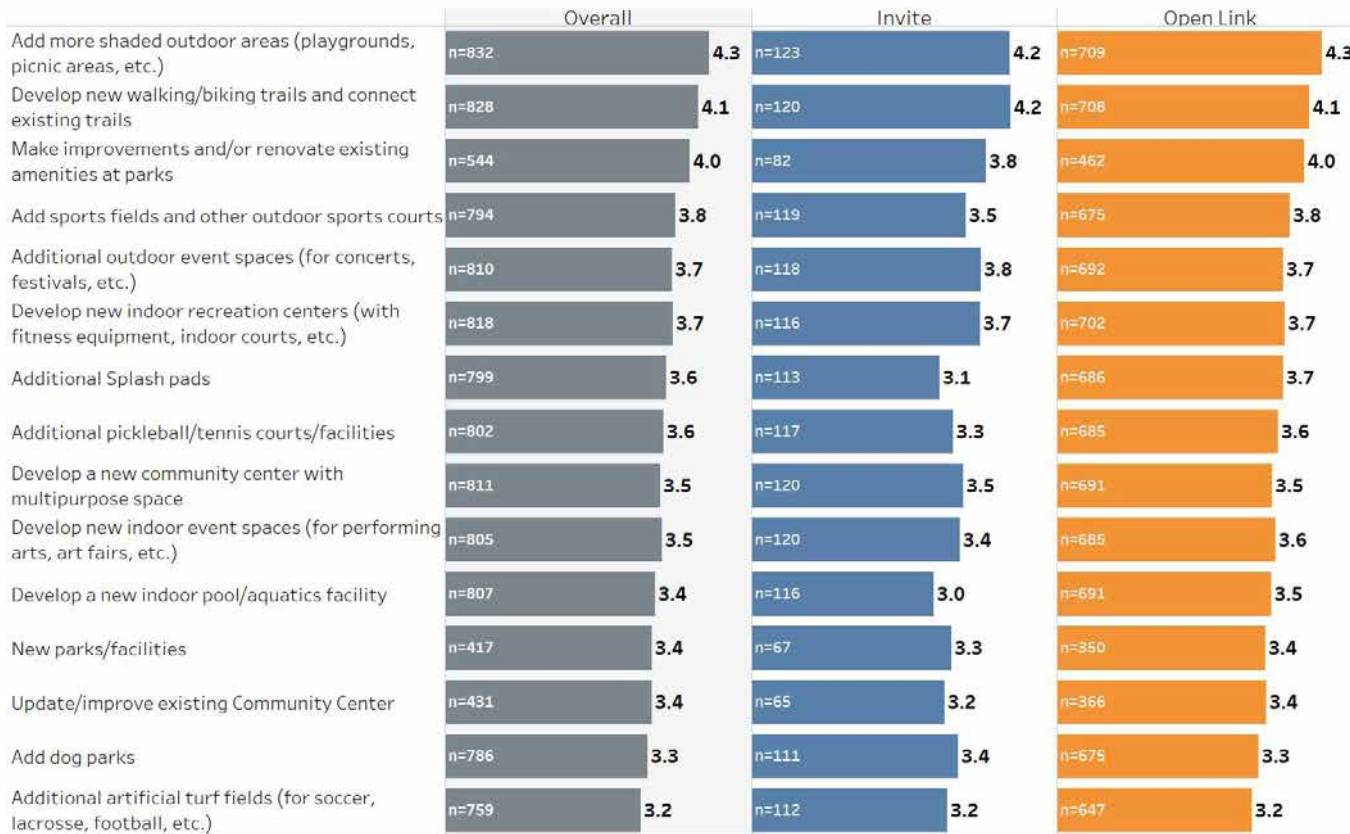




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

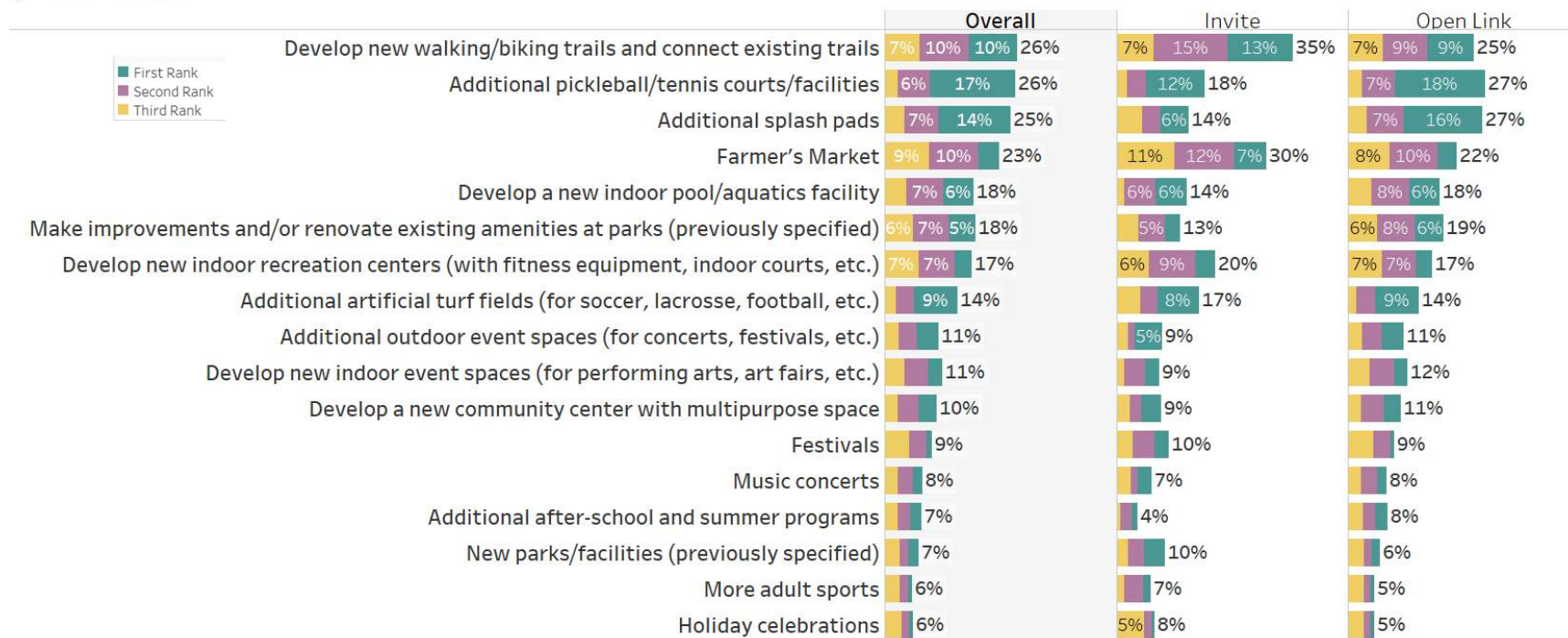
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

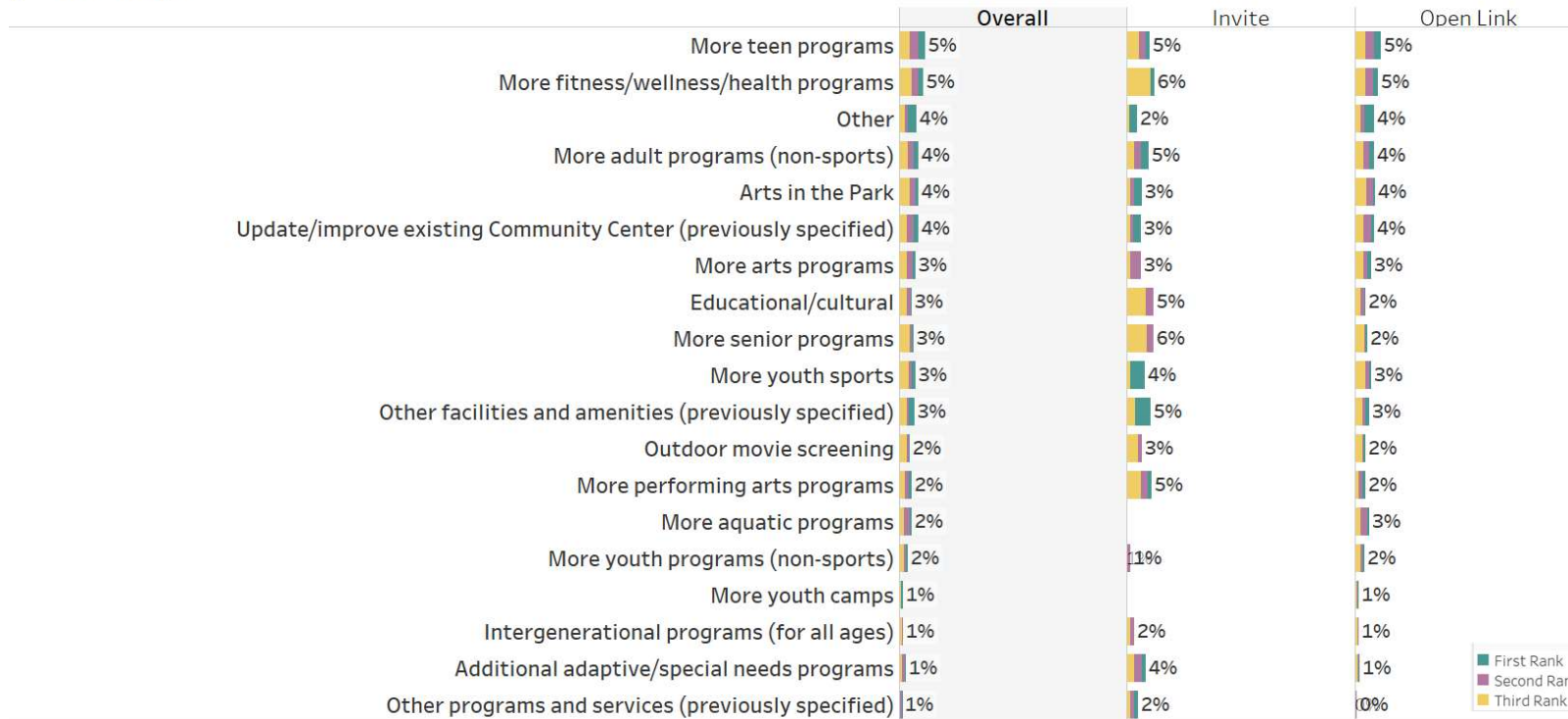


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

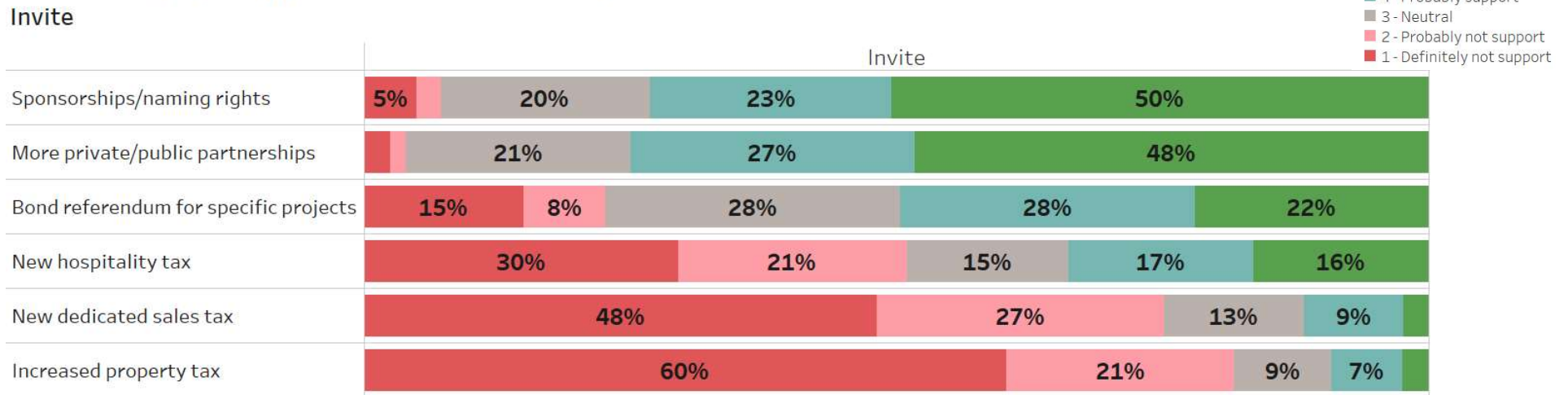
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

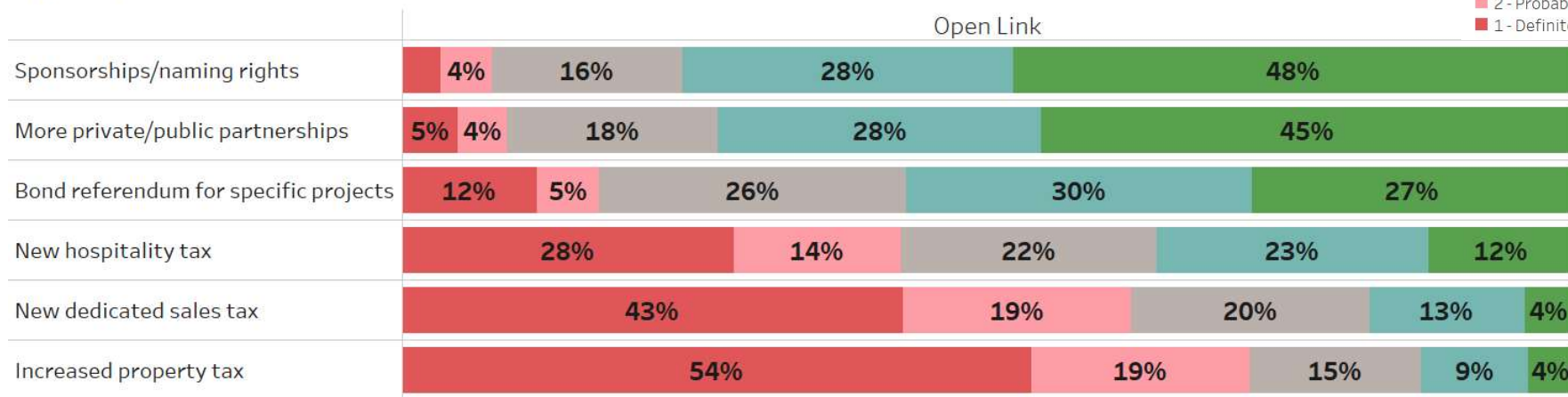
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



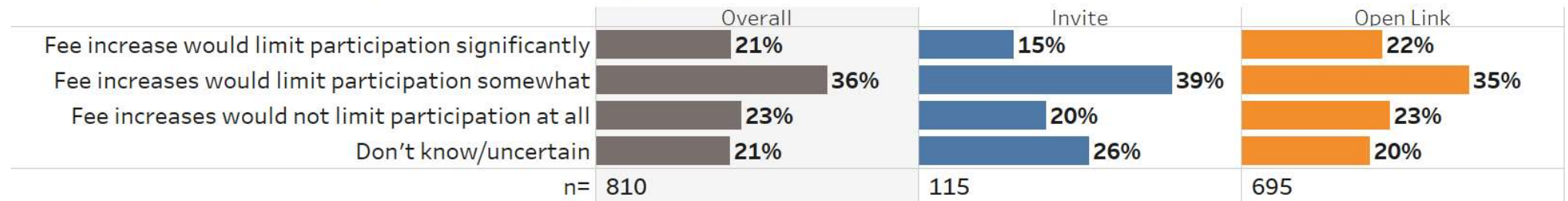
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

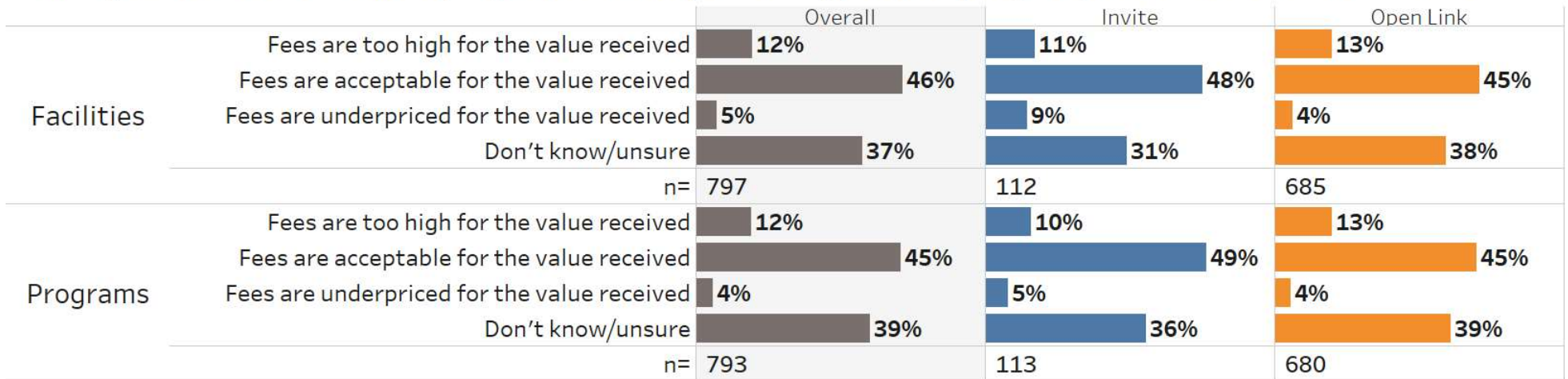


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

Tennis Courts	Dog Park	Shade	Soccer	Great Parks
				
<p>“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city</p> <p>“I would like to see more tennis courts.”</p>	<p>“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”</p> <p>“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”</p>	<p>“Shade at Bonaventure park.”</p> <p>“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”</p>	<p>“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”</p> <p>“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”</p>	<p>“We love living in Weston because of the great parks &amp; look forward to making them even better.”</p> <p>“Well maintained. Great parks overall.”</p> <p>“You guys do a great job!”</p>

# Demographics

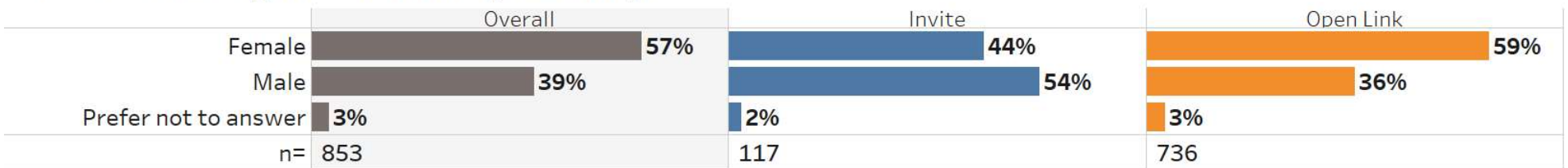




# Gender & Age

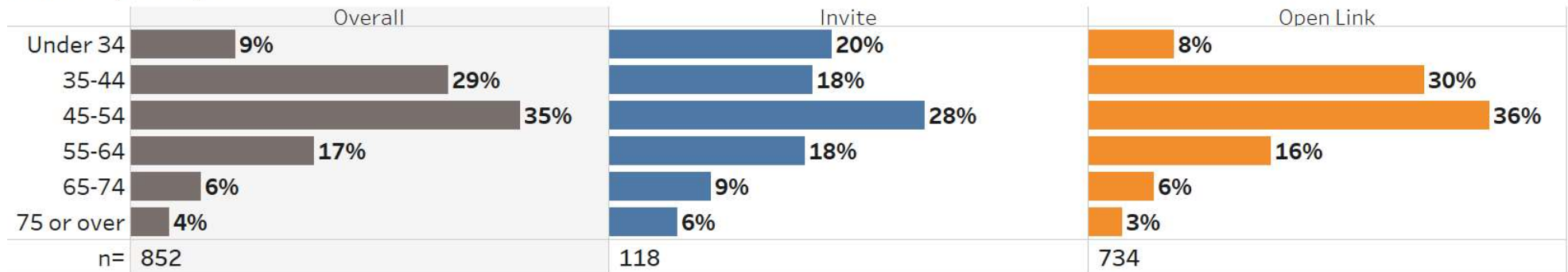
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

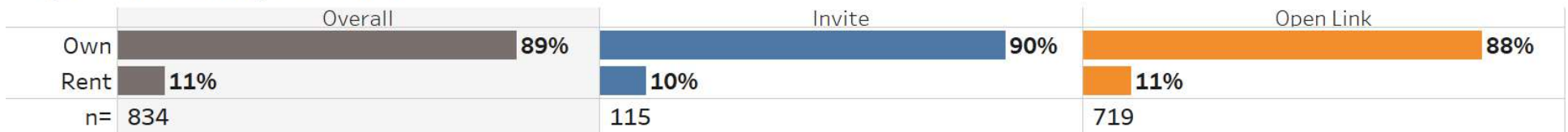
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

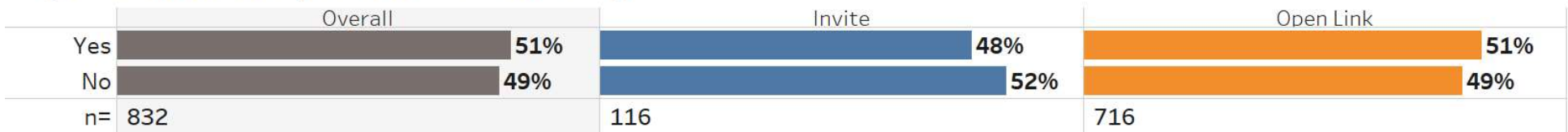
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?

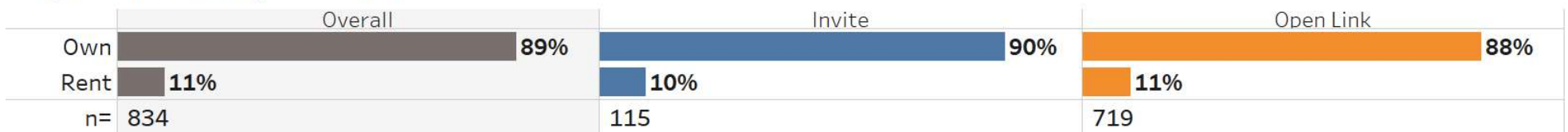


Source: RRC Associates

# Residence Ownership & ADA Needs

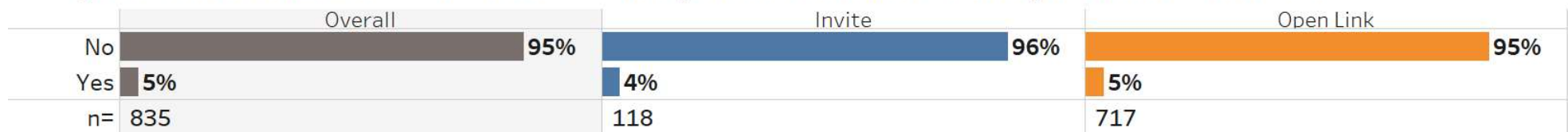
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

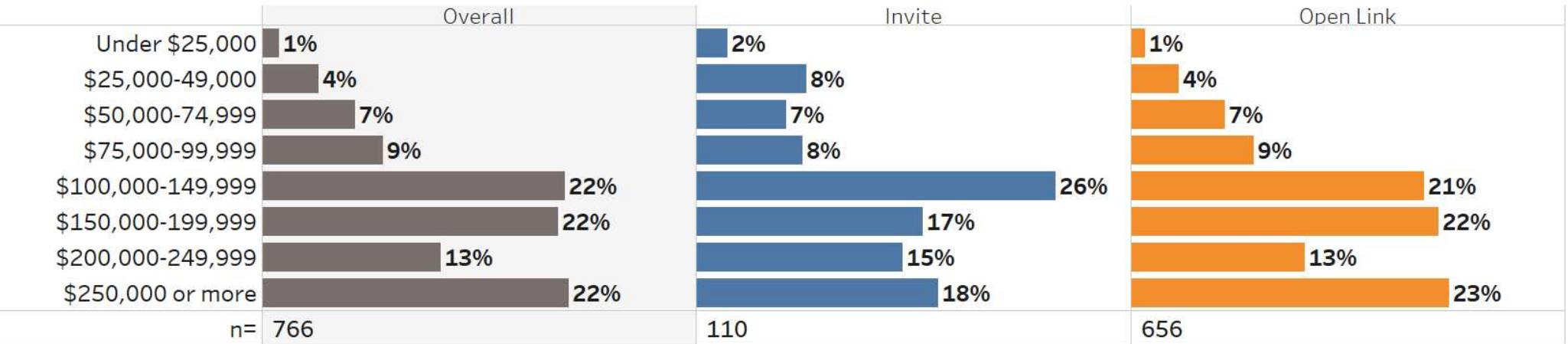
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

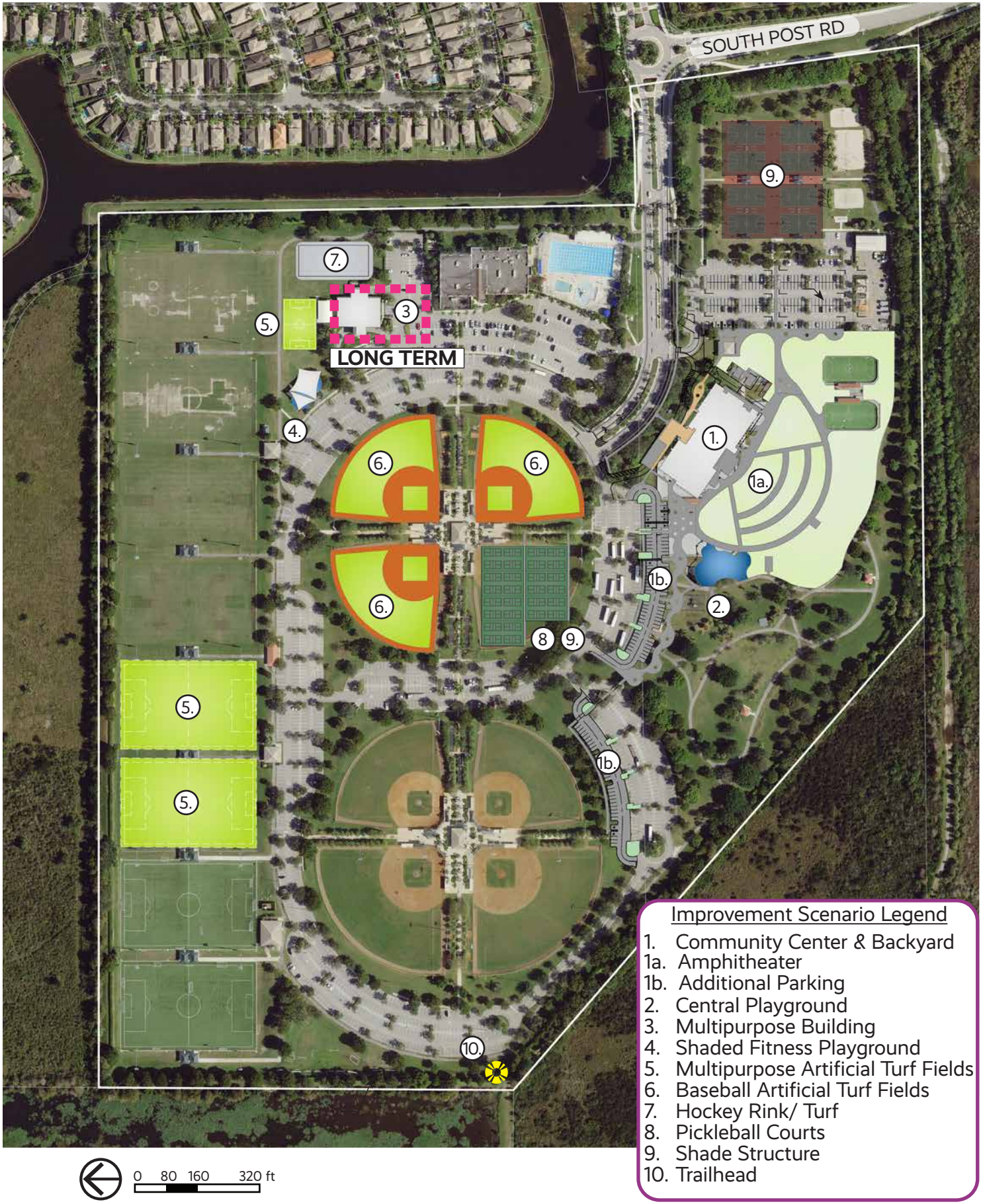
RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303







## Regional Park Improvement Scenario (Mid-Term) & (Long Term)







THE  
**CITY OF WESTON**  
 FLORIDA

Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

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Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
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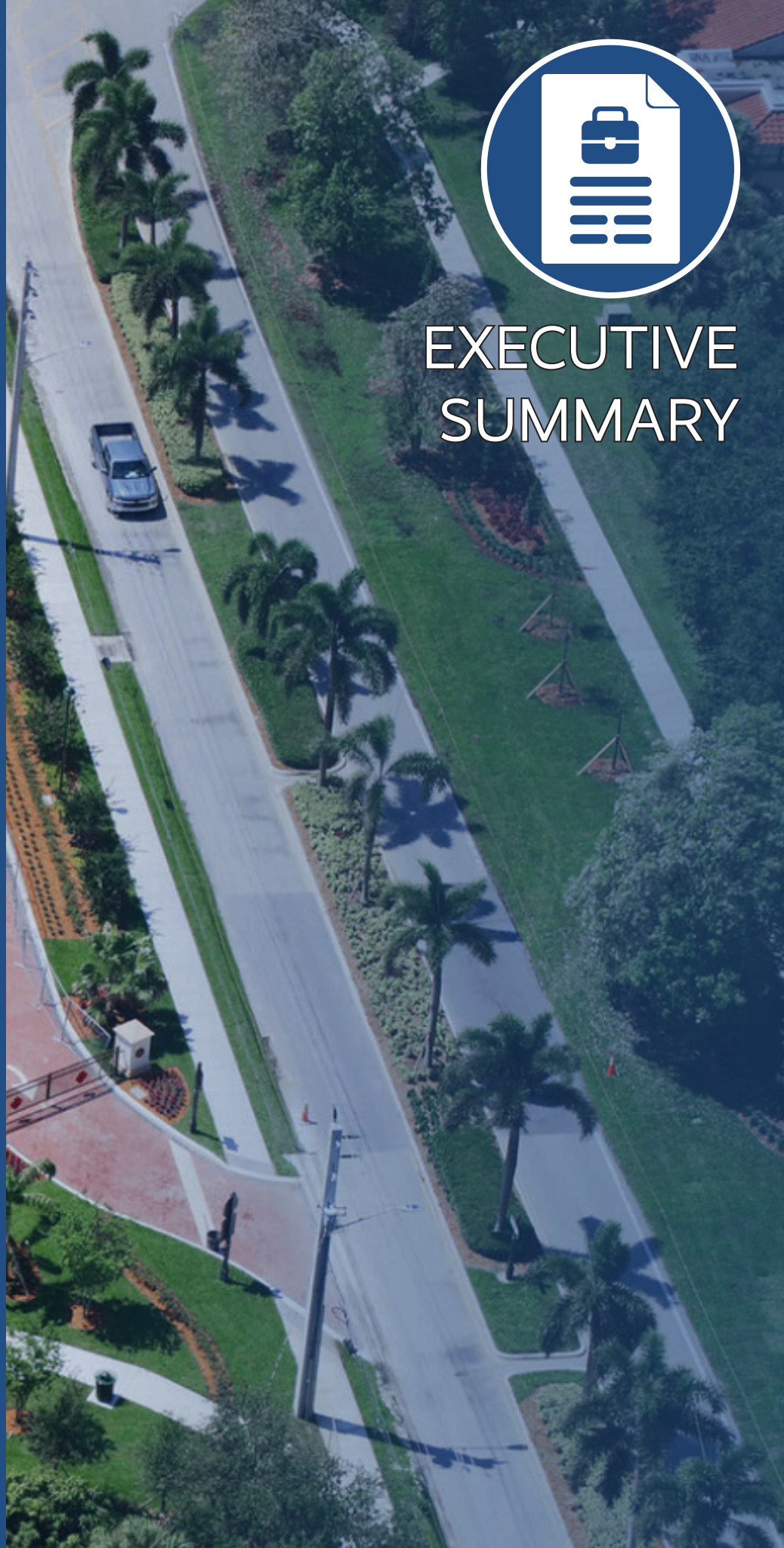
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







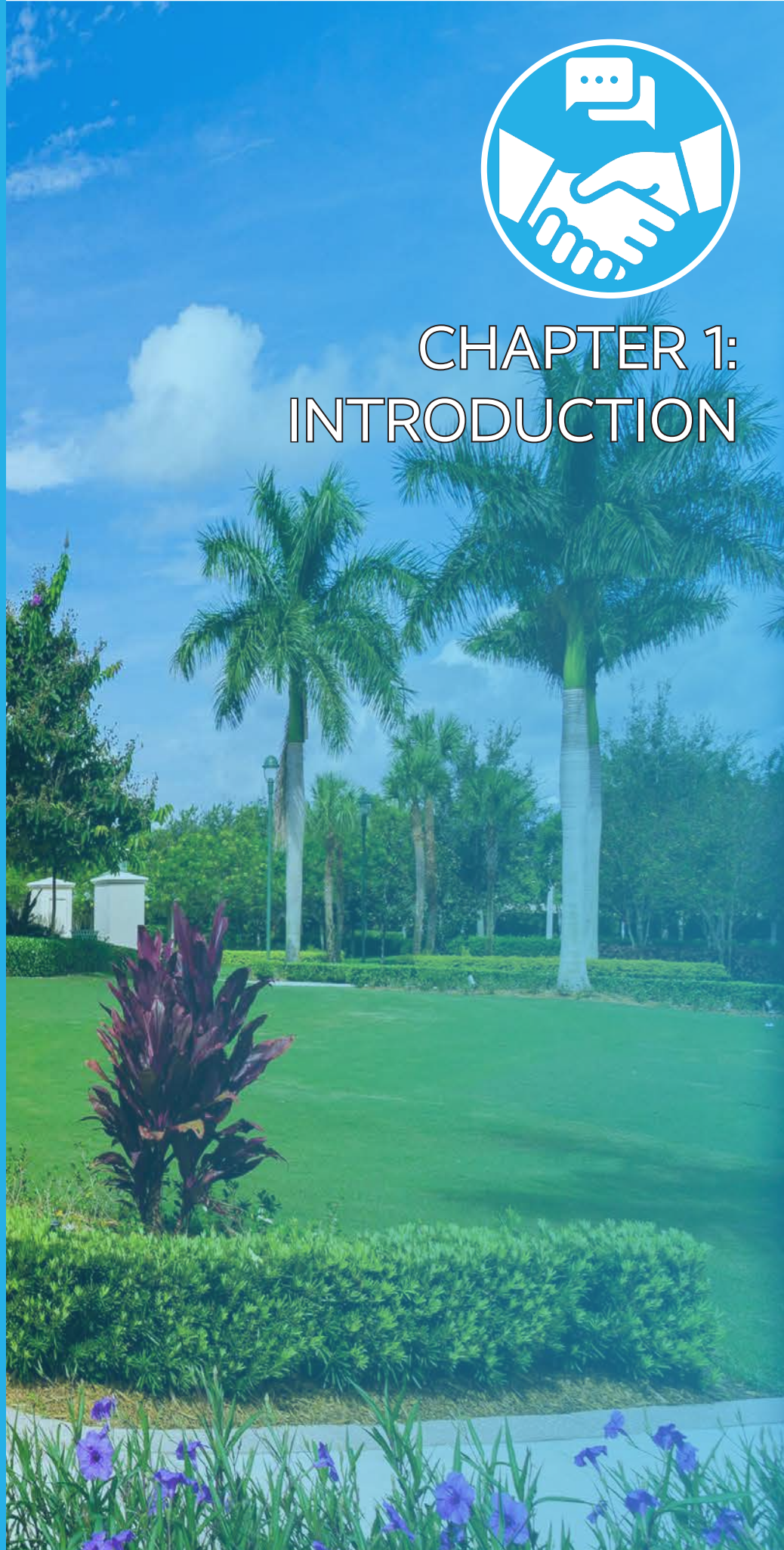
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process







### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

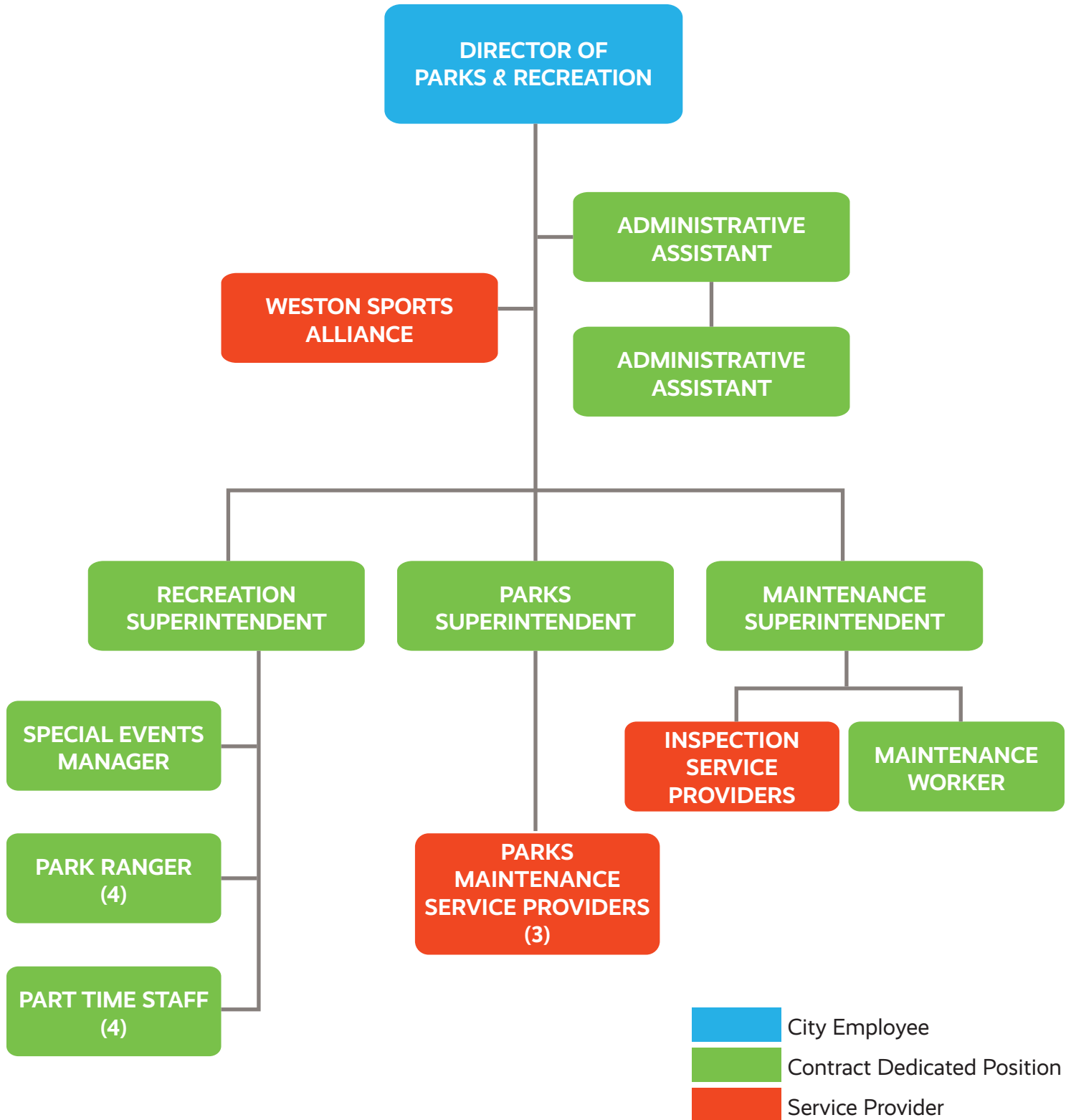


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

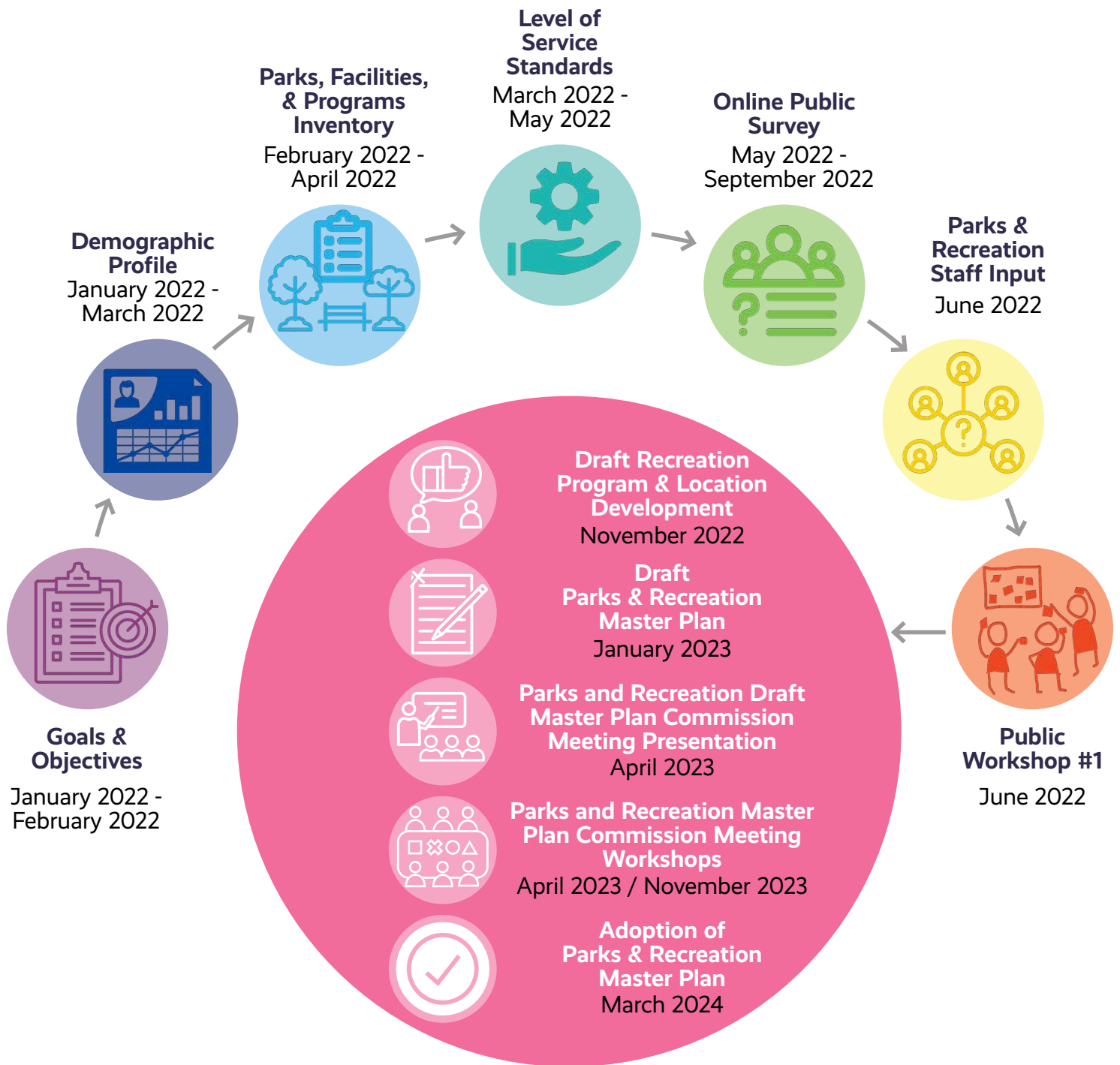


Figure1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

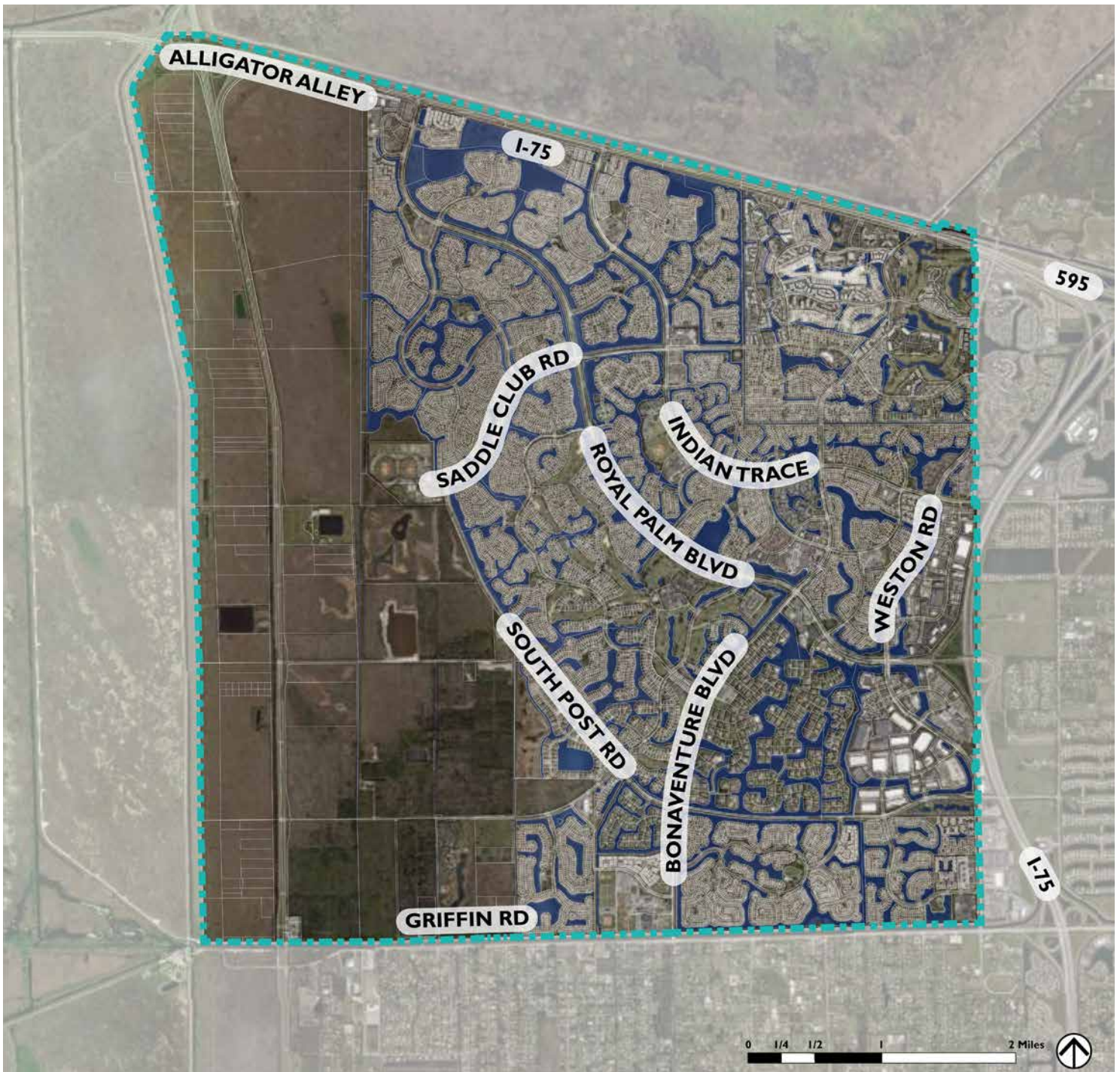


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

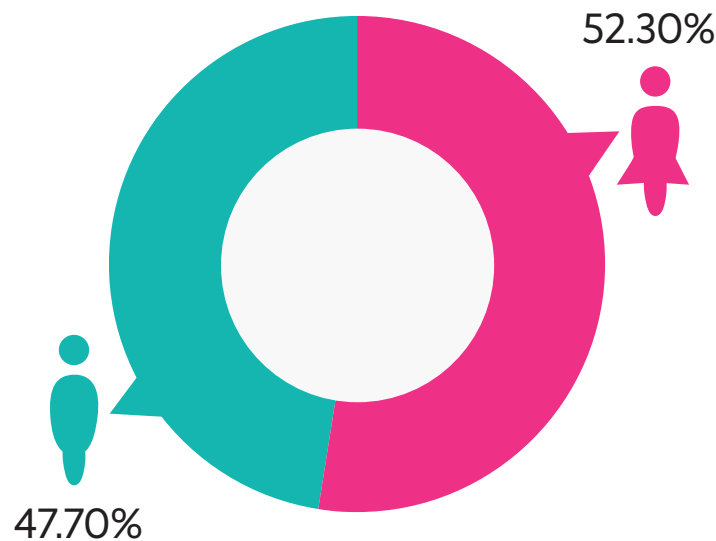


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

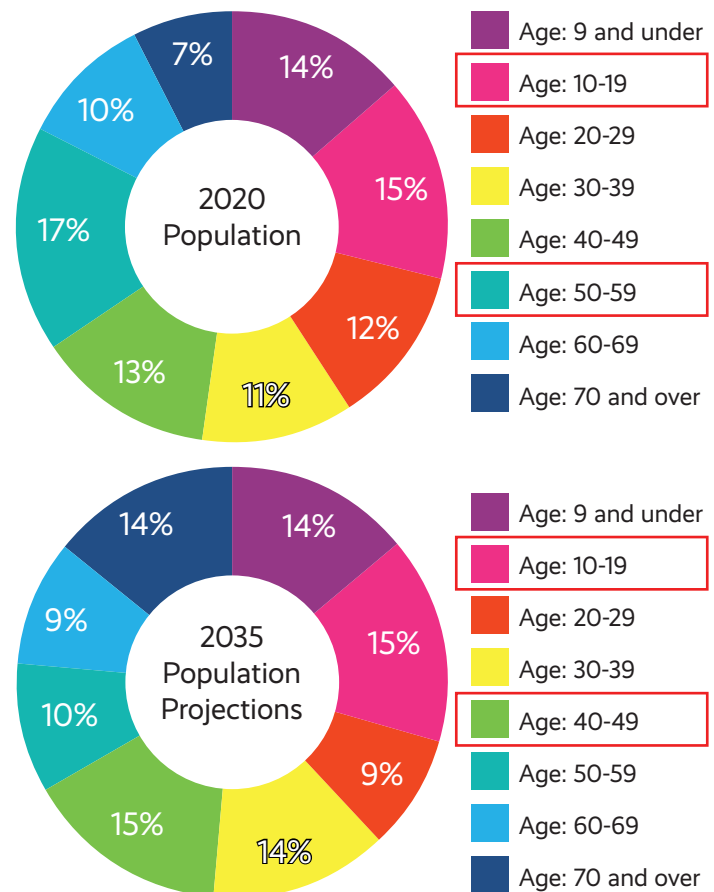


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

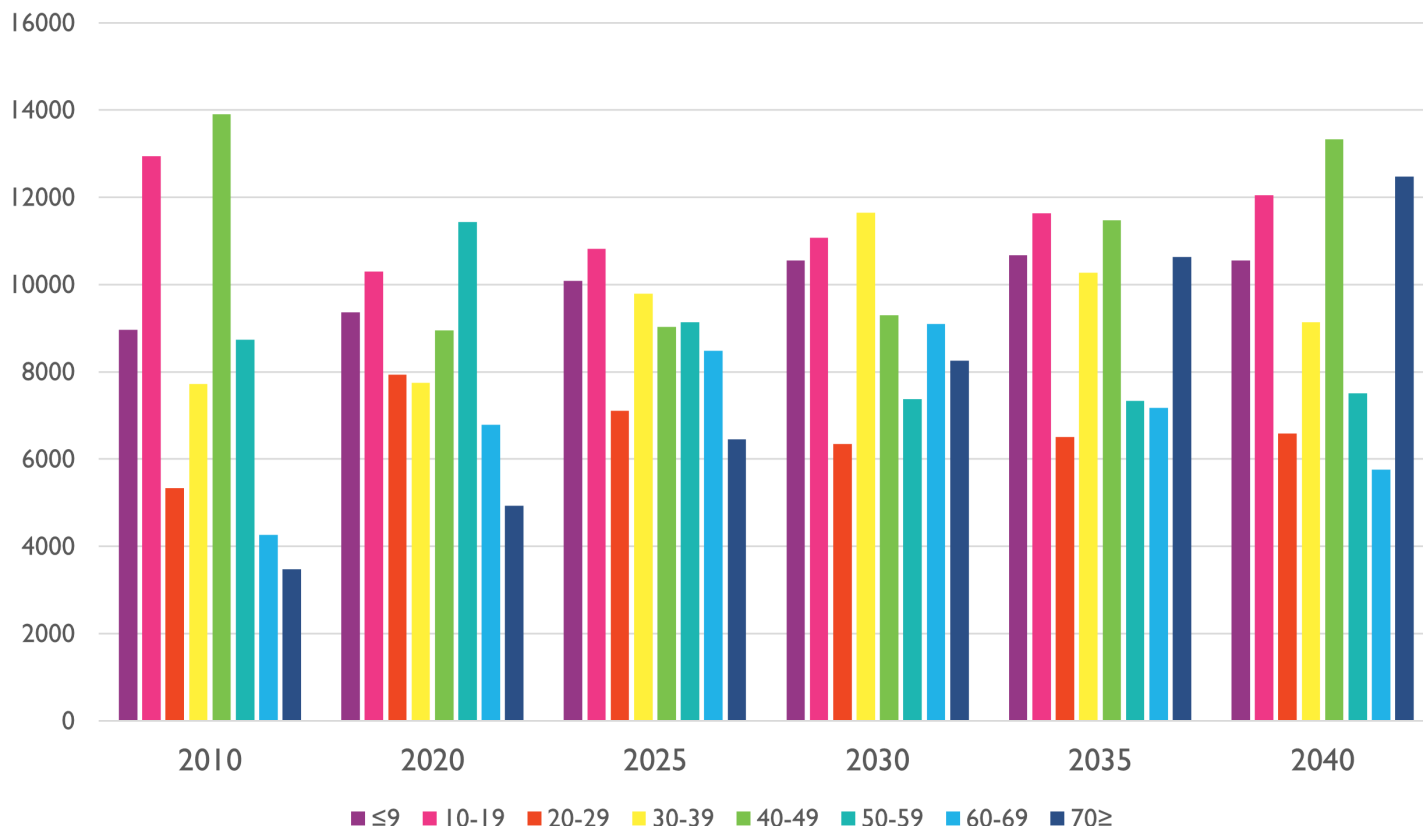


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

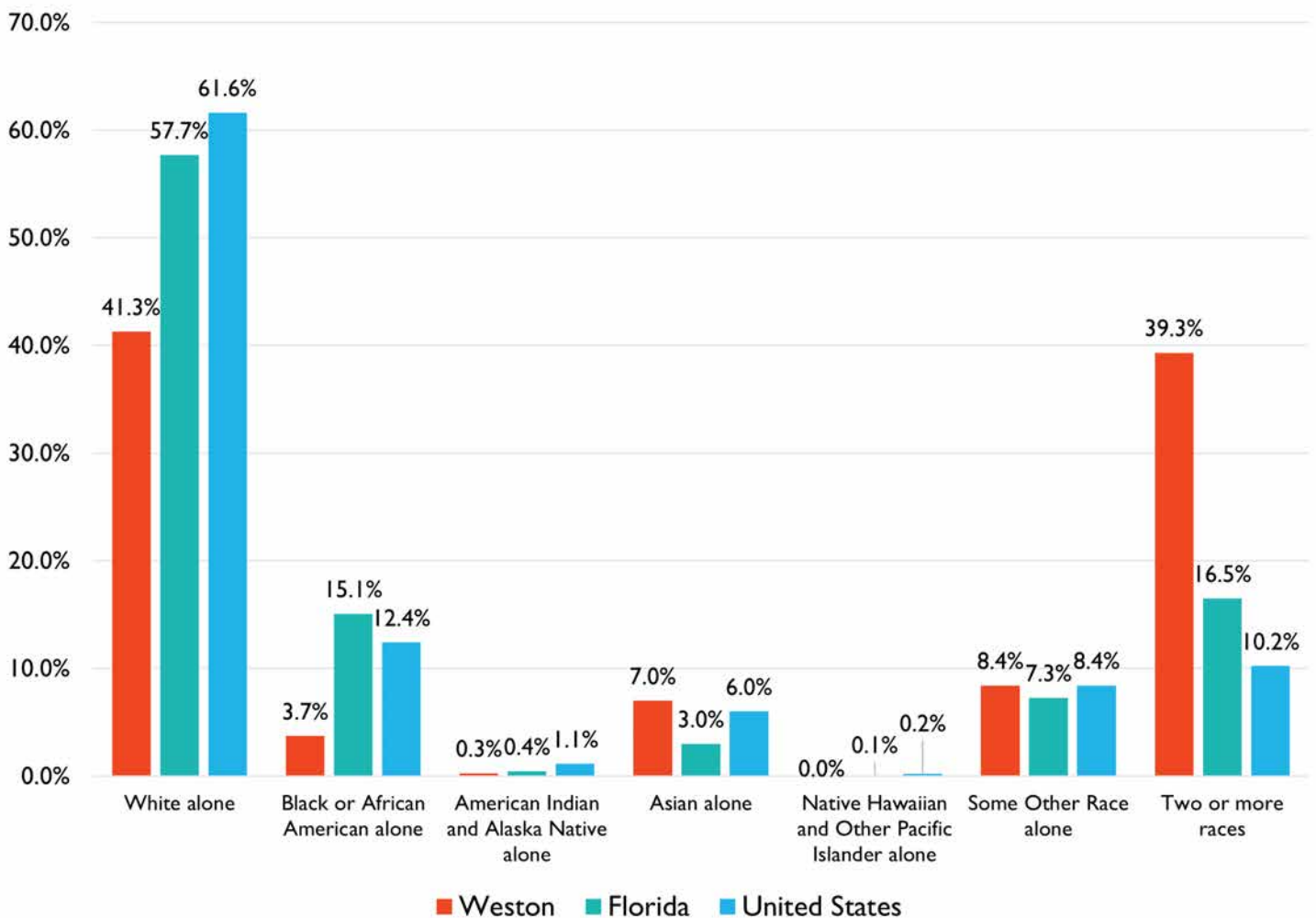


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

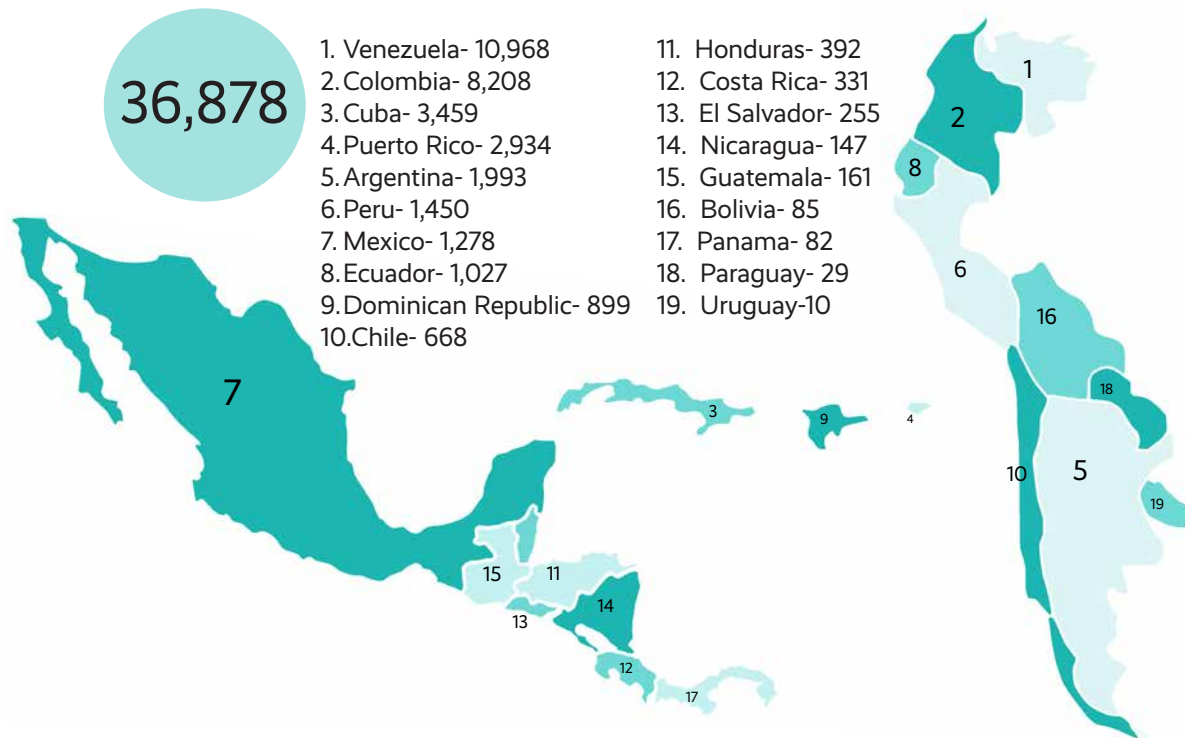


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

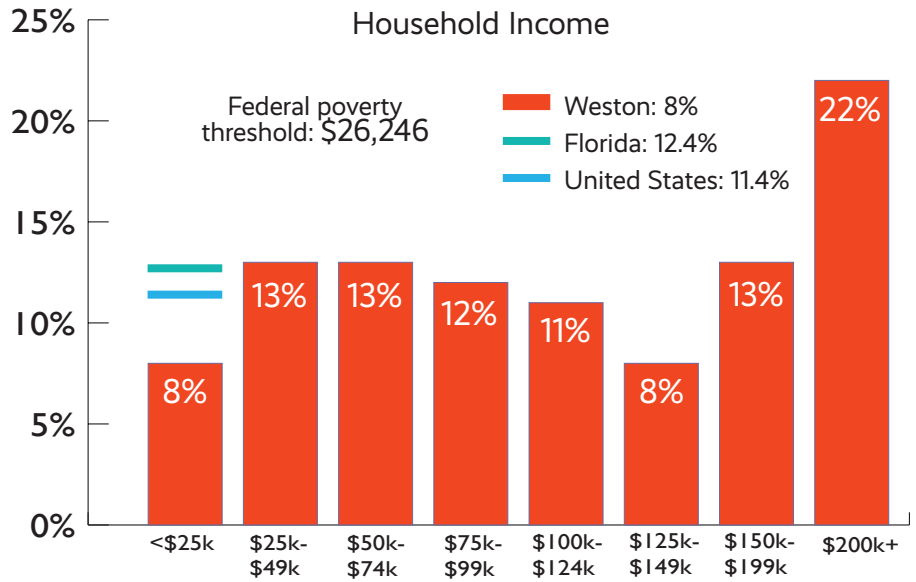


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

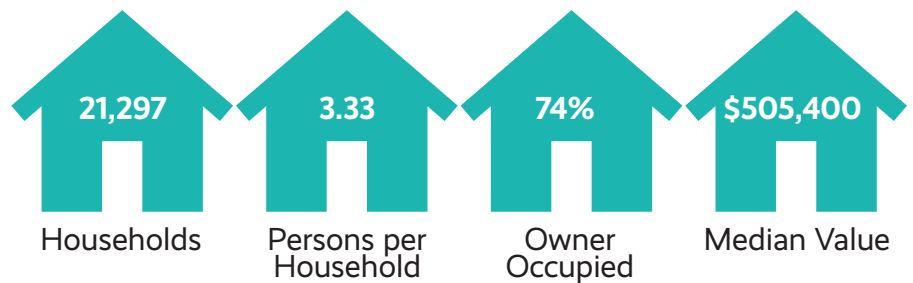


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

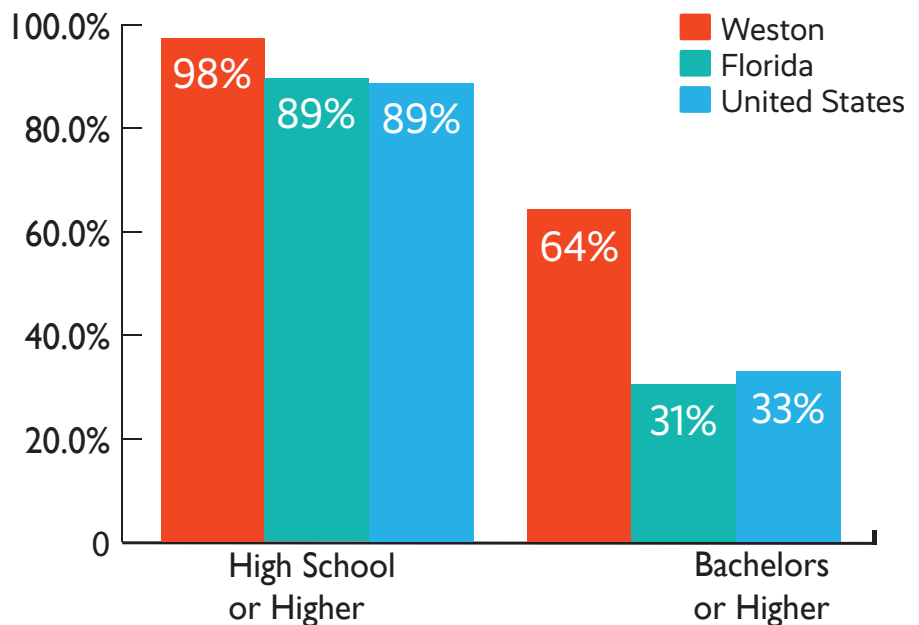


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

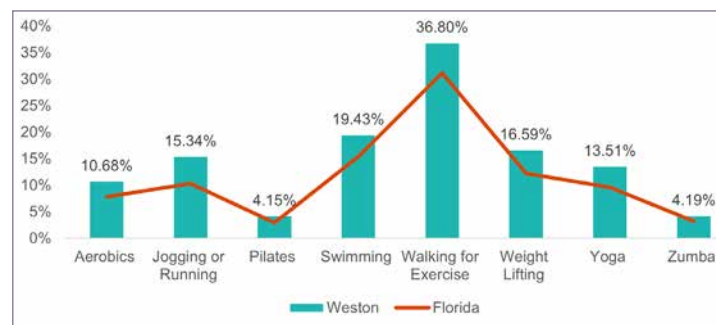


Figure 2.15: Adult Participation in Fitness Activities

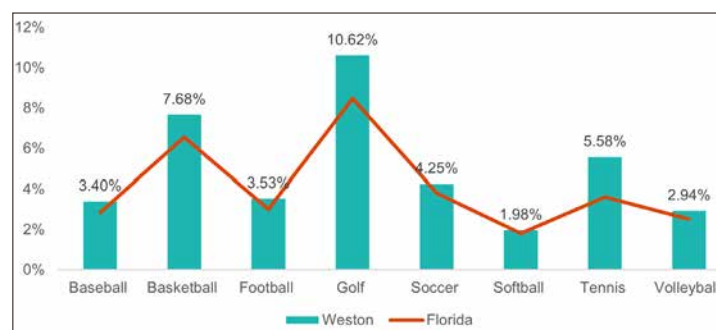


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

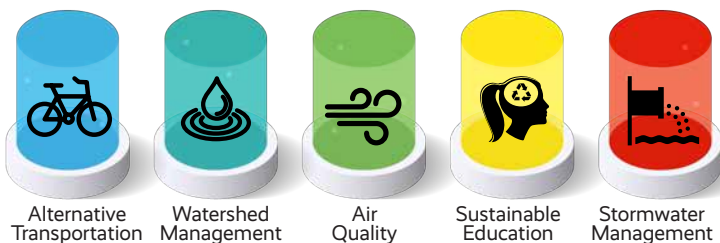


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.





- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

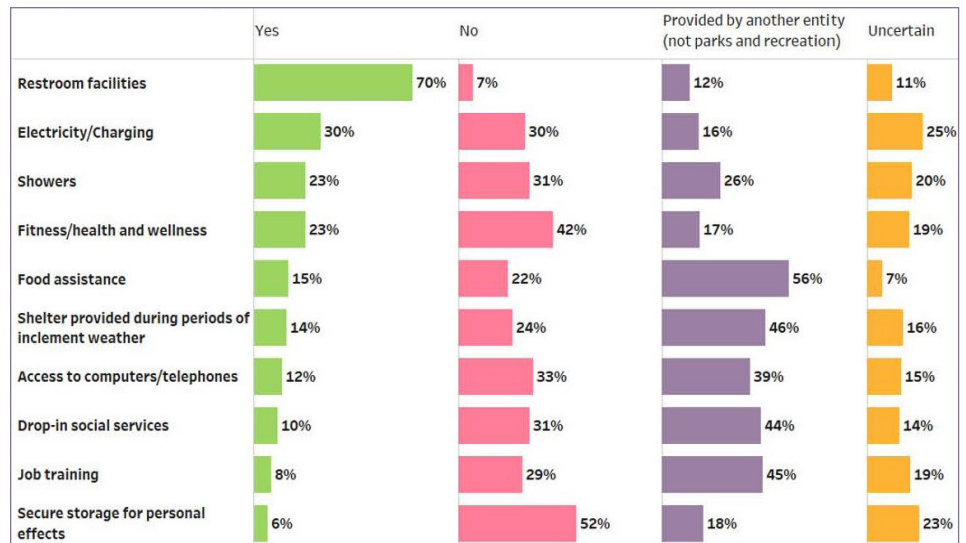


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

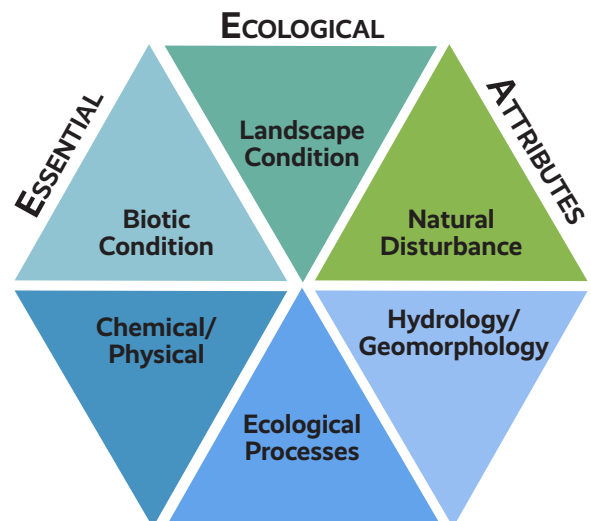


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

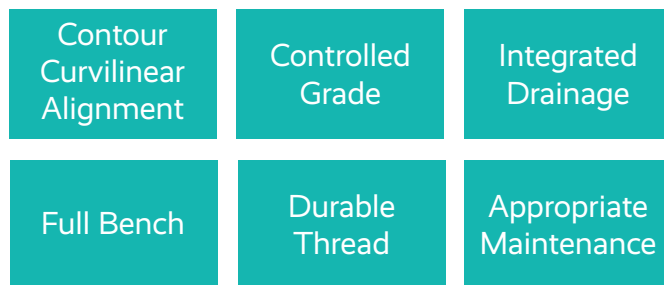
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

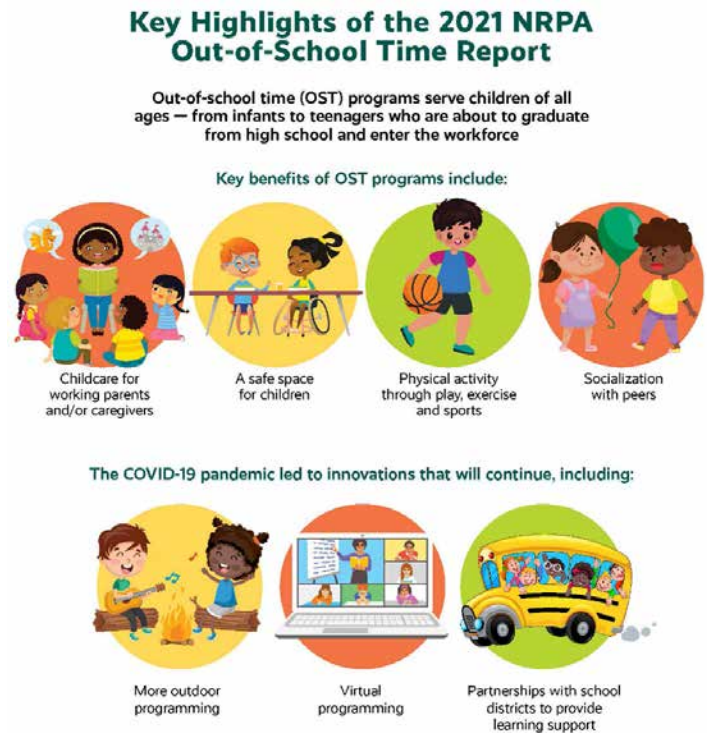


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:





### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

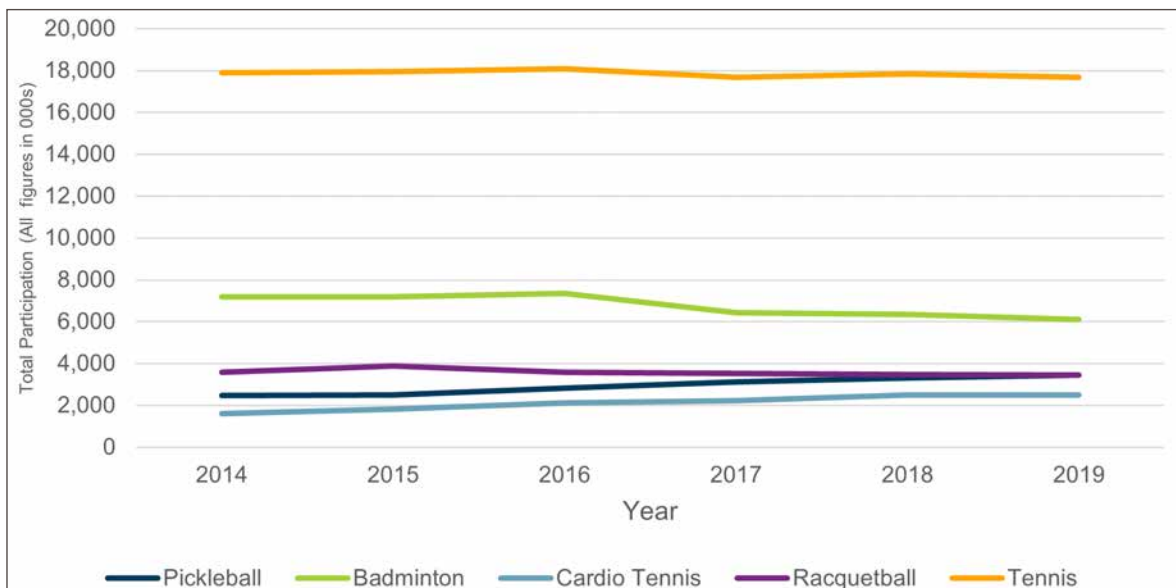


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.





### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

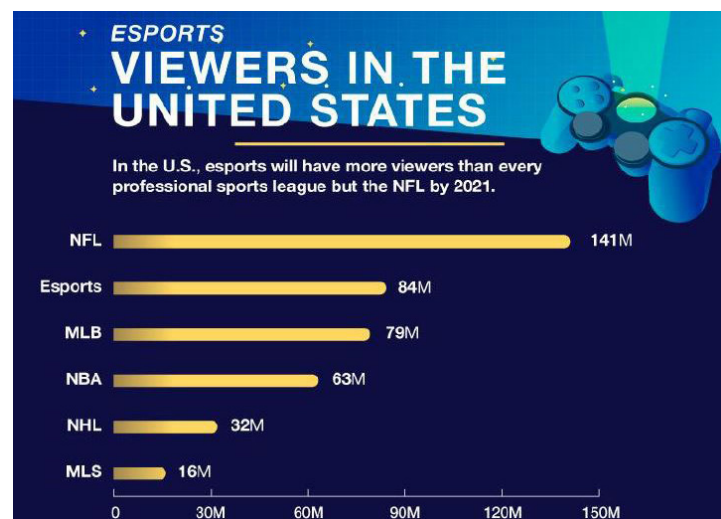


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

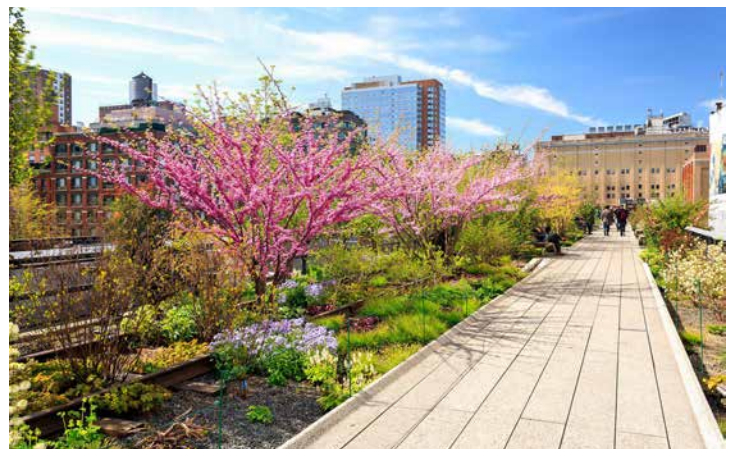


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







# City Parks



**LEGEND:**

- - - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







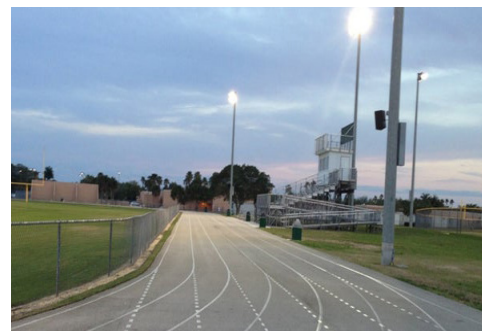
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.







## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



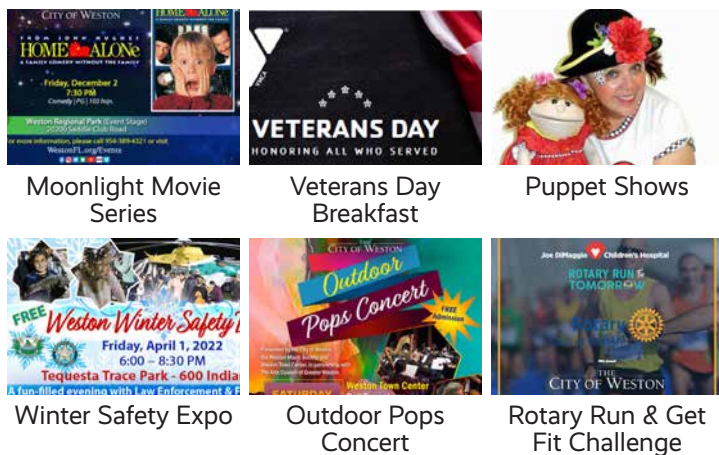
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.







## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

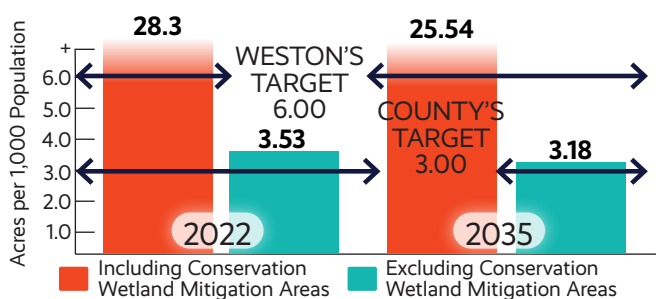


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

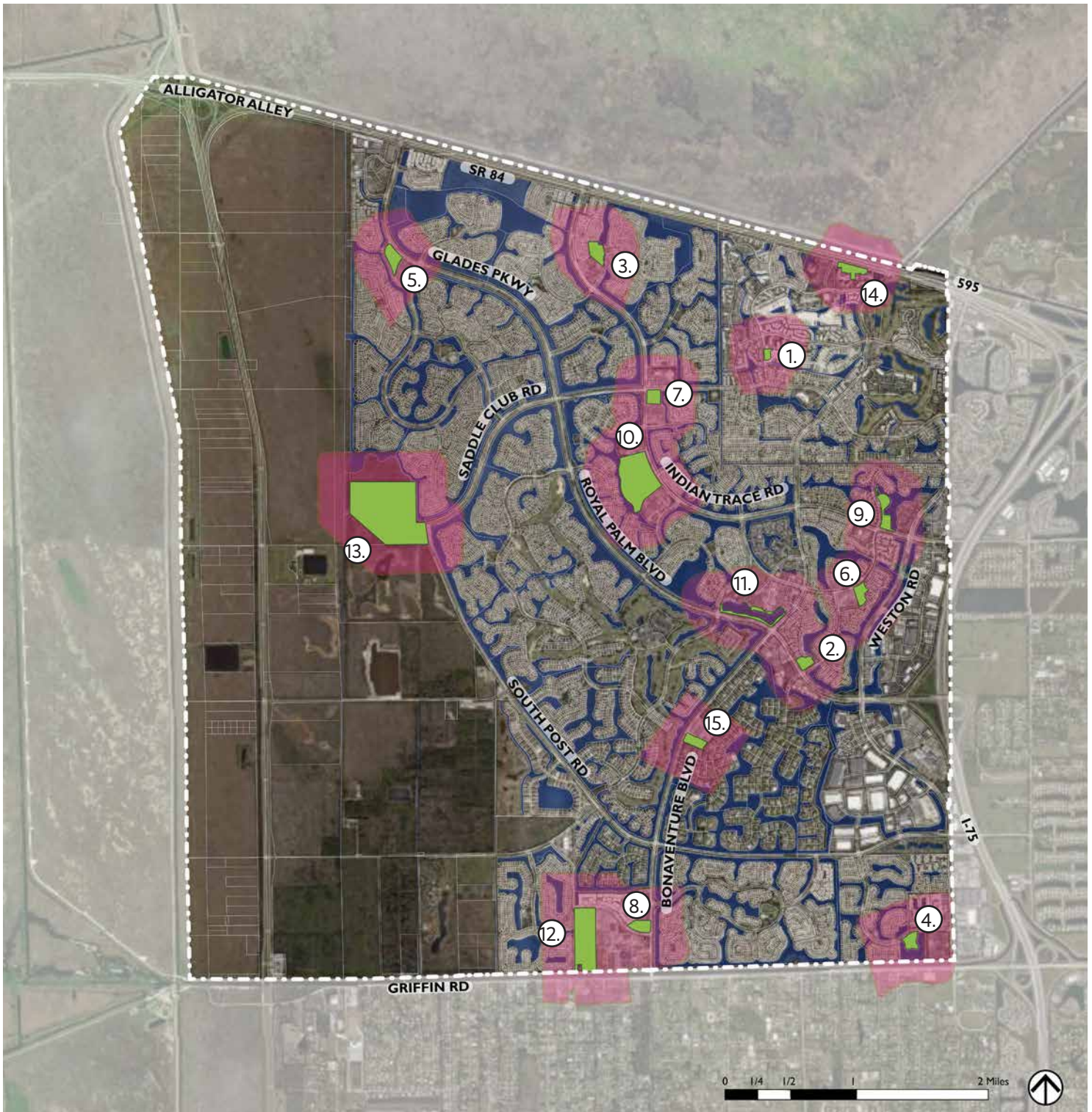
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage 5-minute Walking Distance

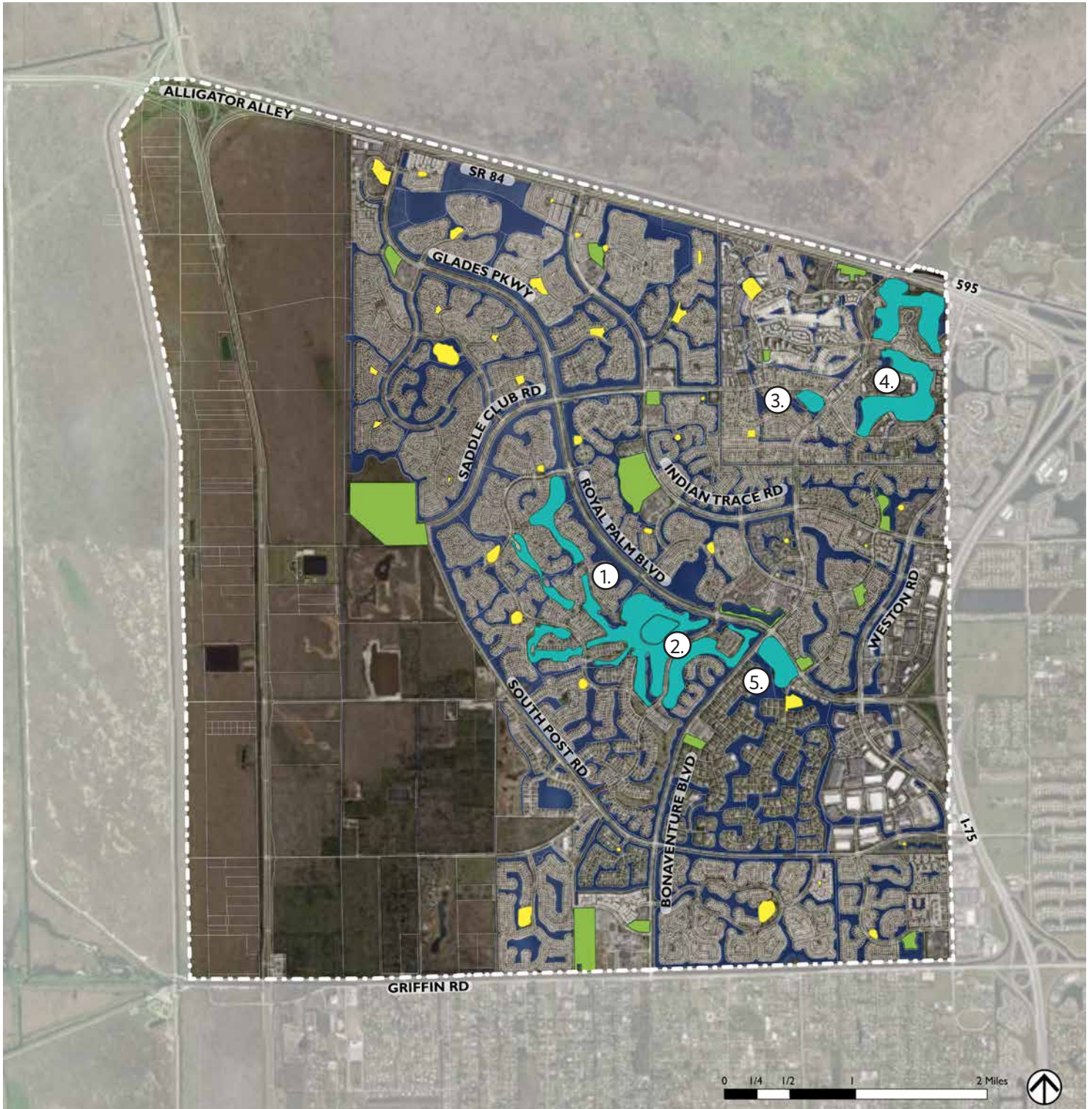
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)









## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

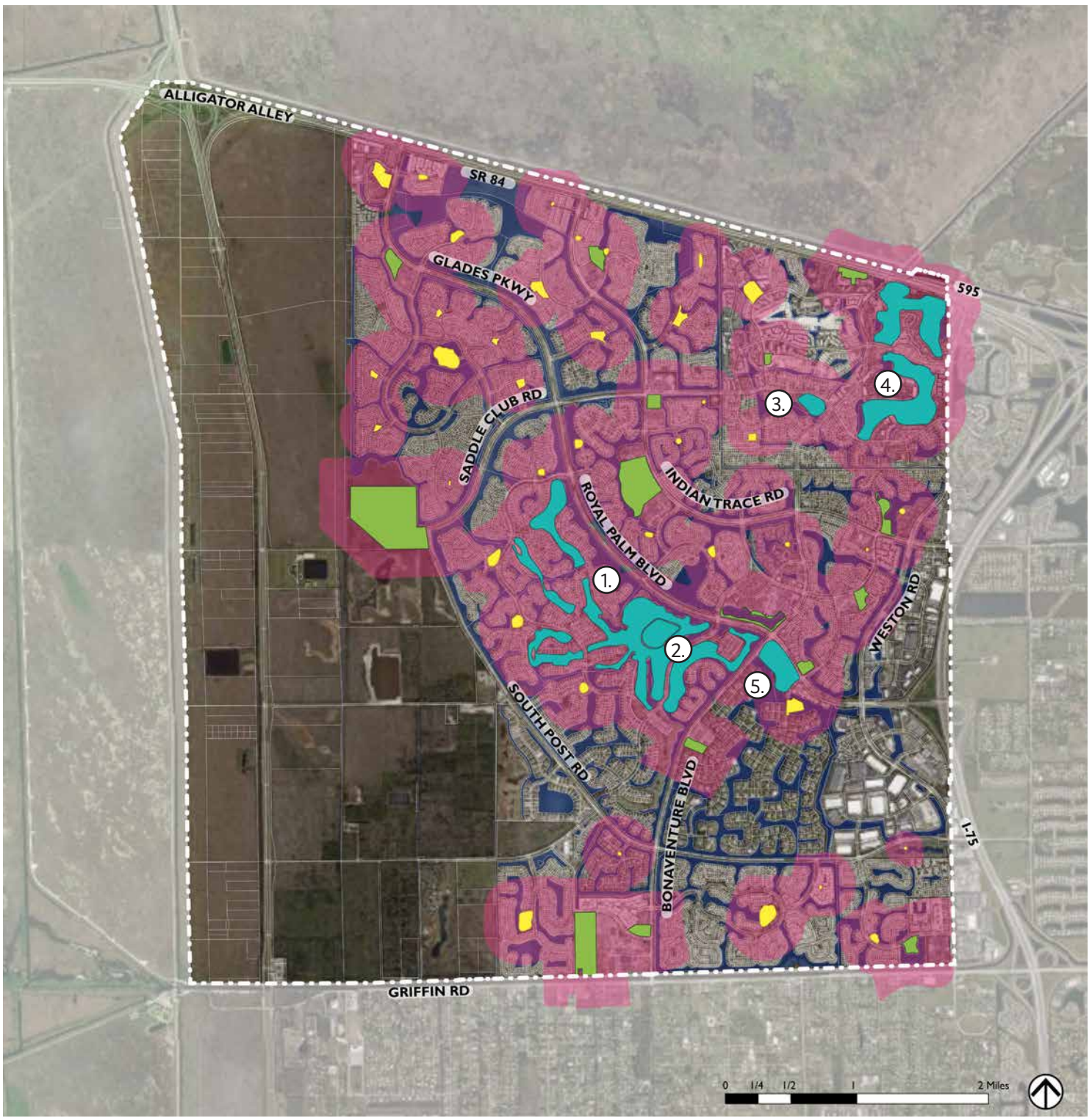
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





### City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

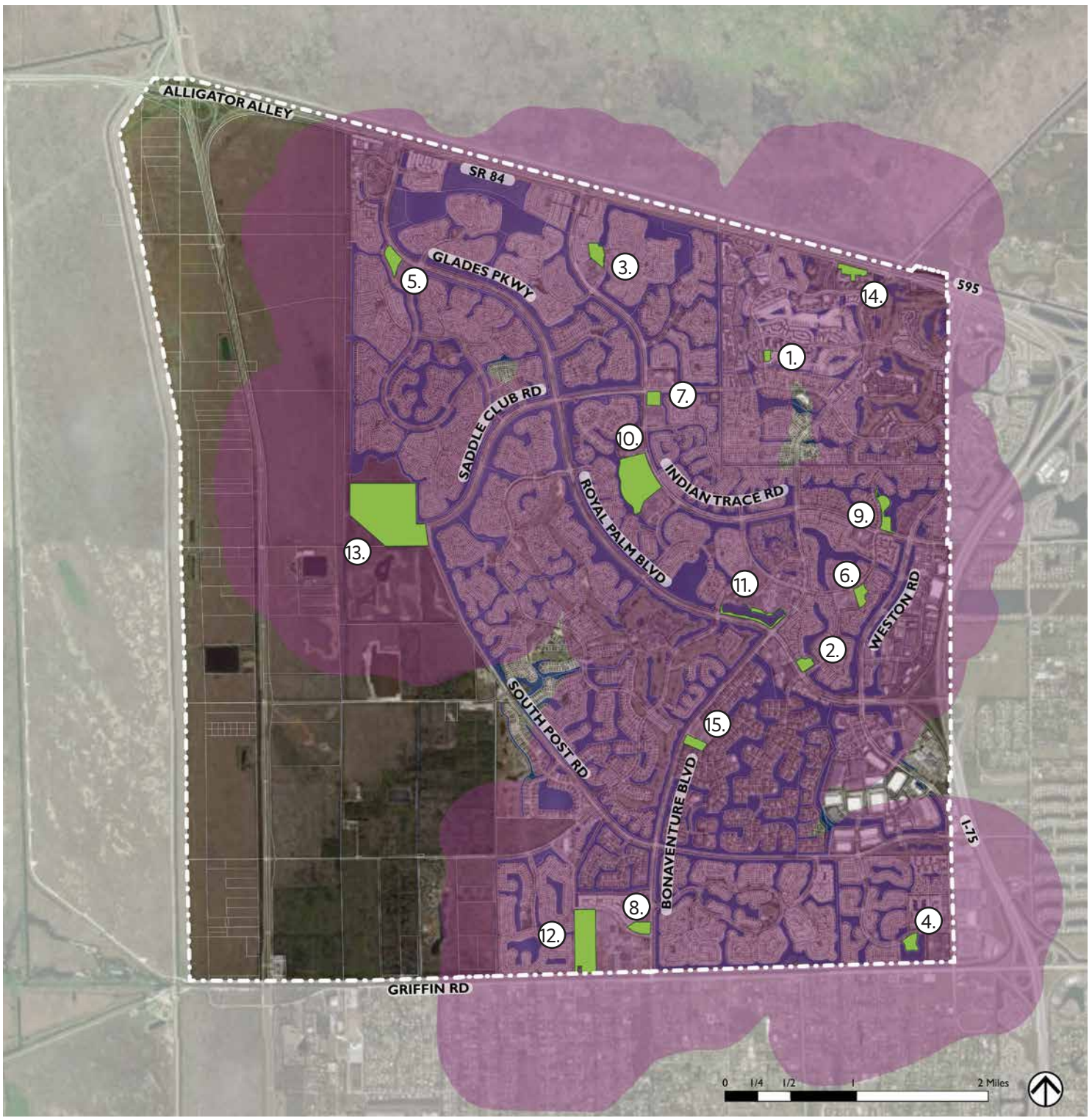
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map





### Park Bikeability (6-min Parkshed)



**LEGEND:**

City of Weston Boundary

City Parks

City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

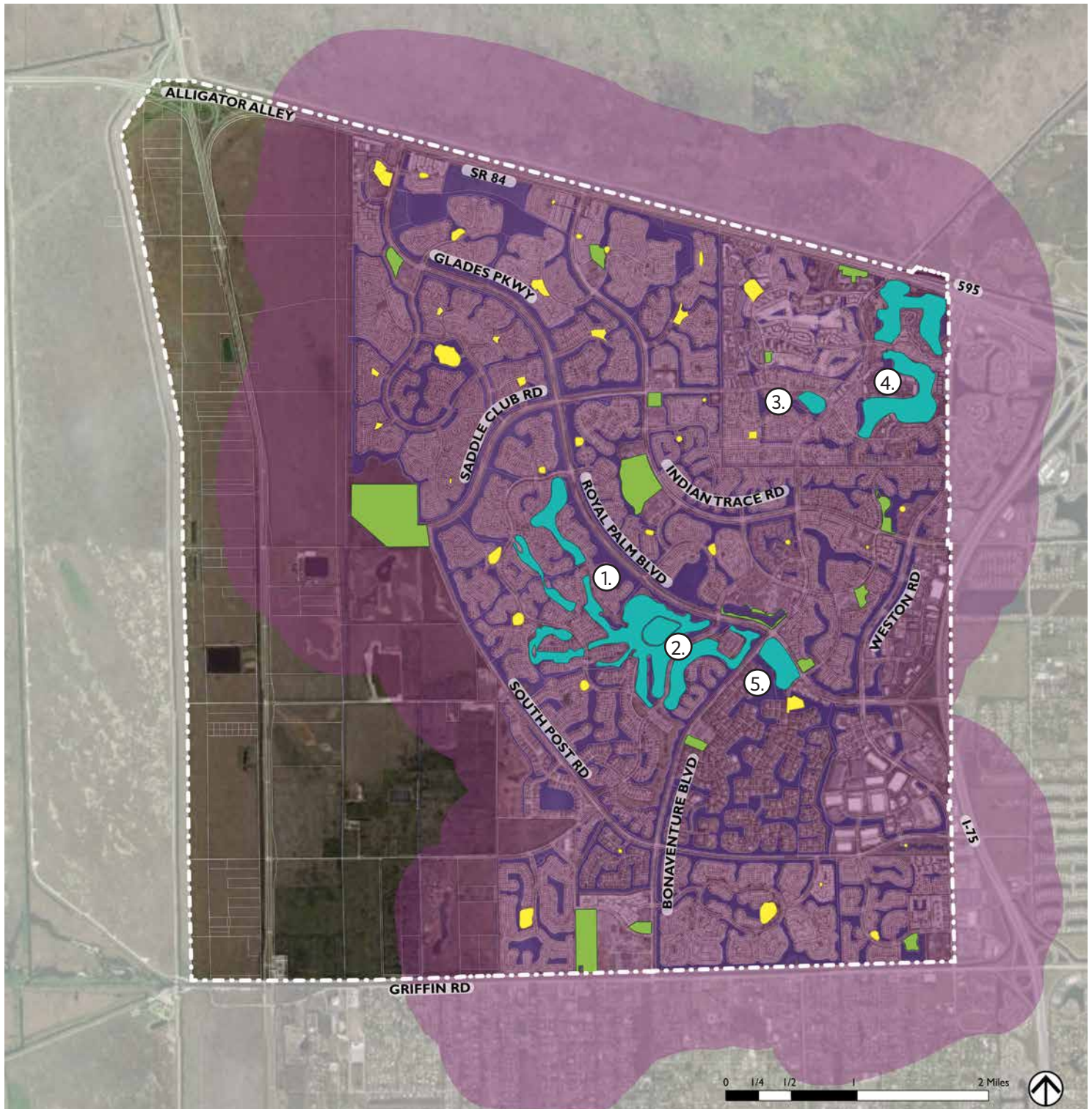
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)







### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks



### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study



Basketball Courts Comparative Study

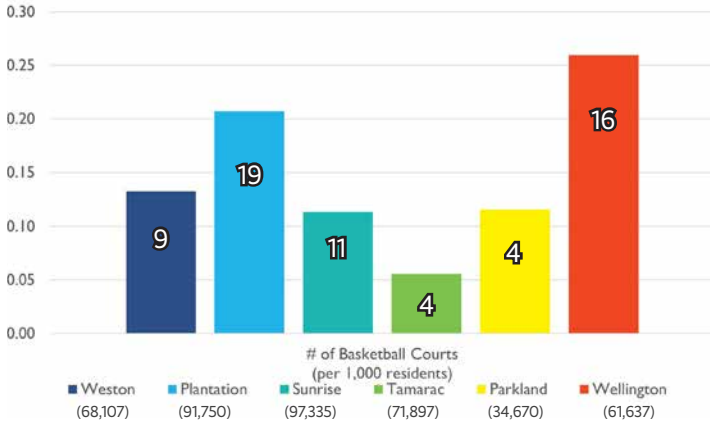


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

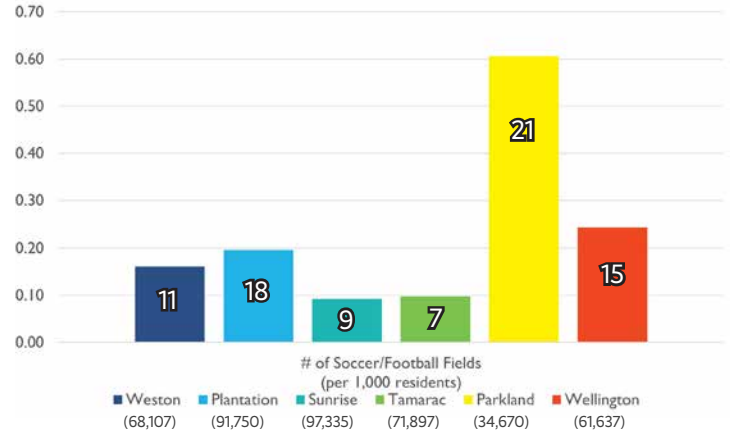


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

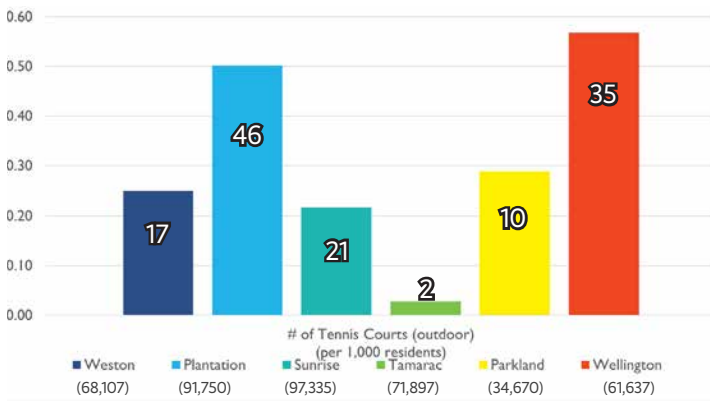


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

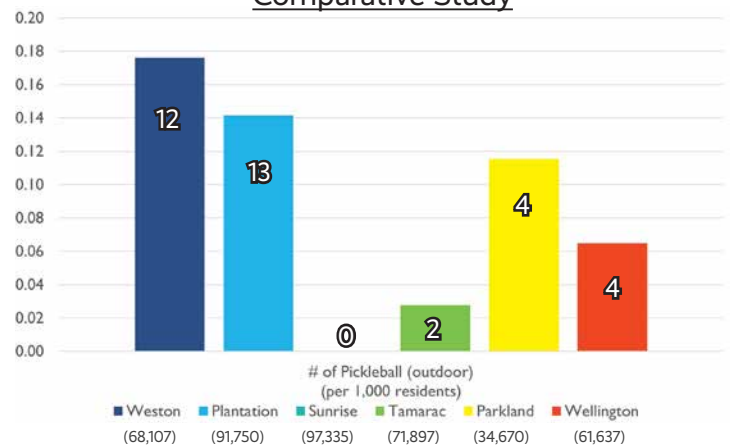


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

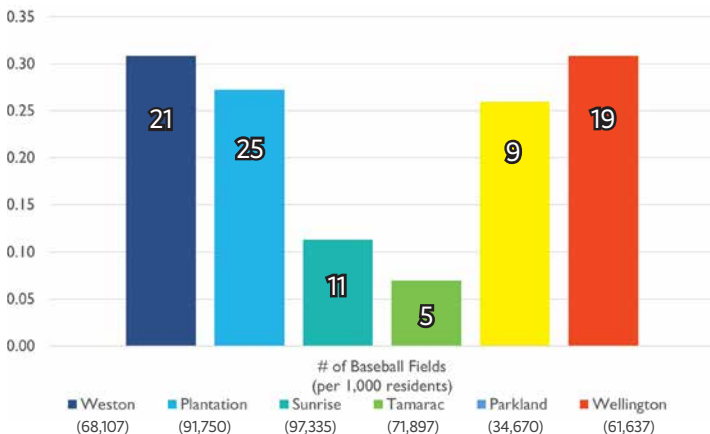


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

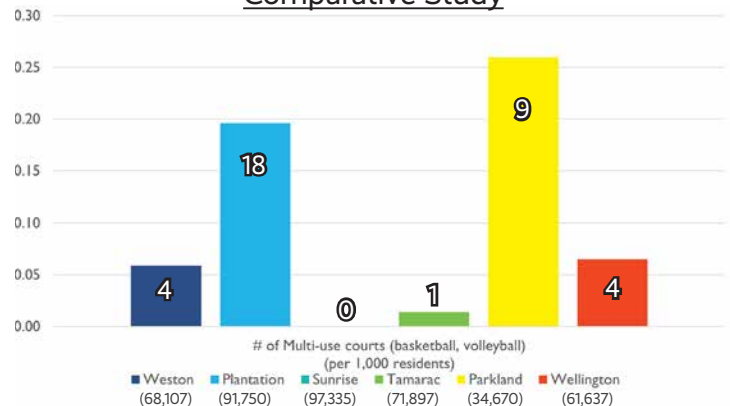


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study





**Multipurpose Synthetic Fields Comparative Study**

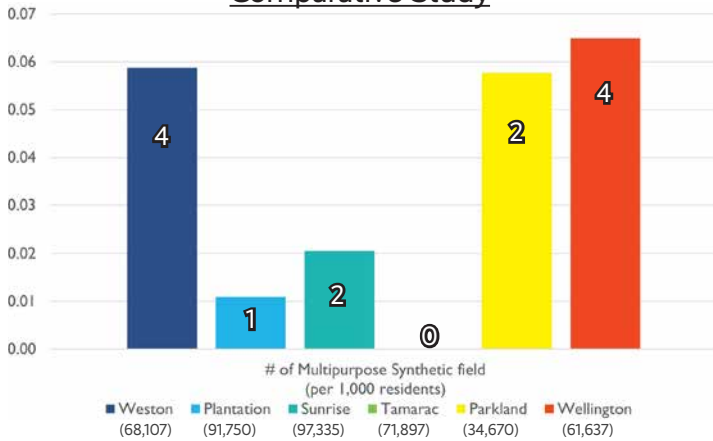


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

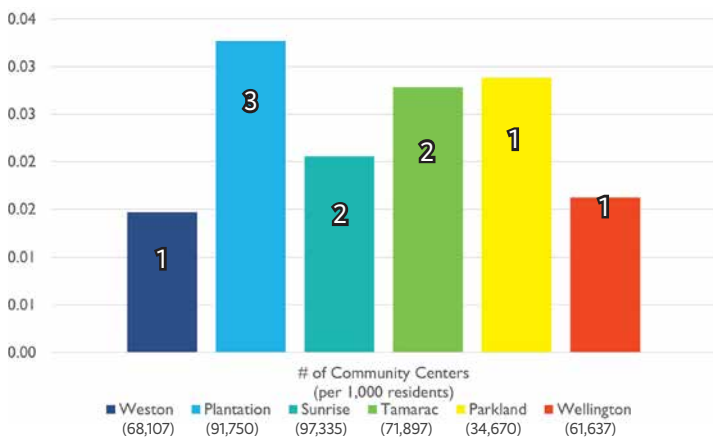


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

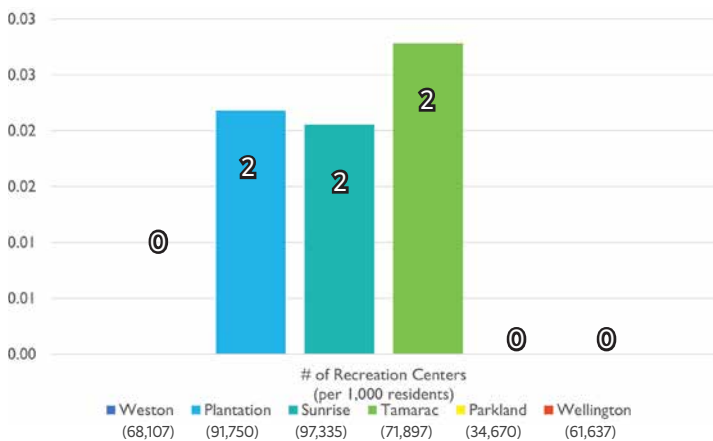


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Health Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study







## Total Indoor Space (SF) Comparative Study

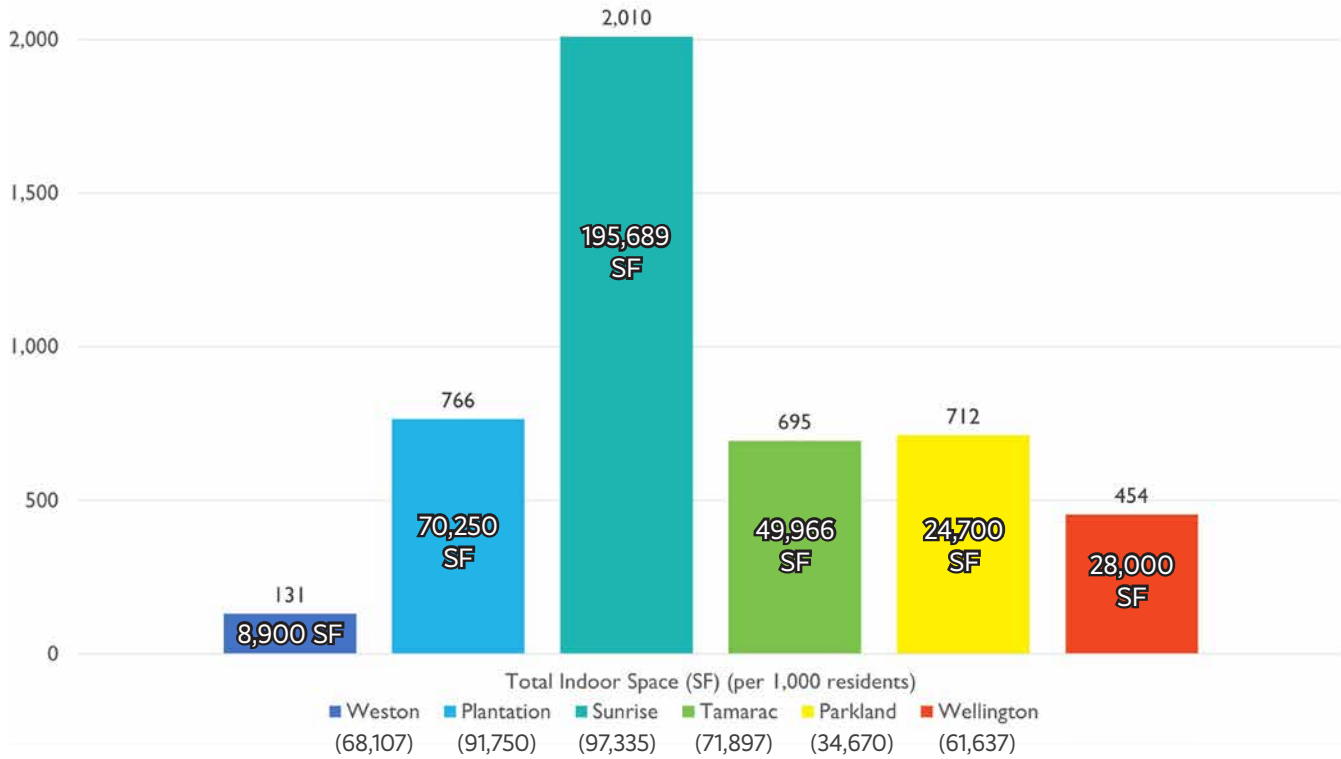


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

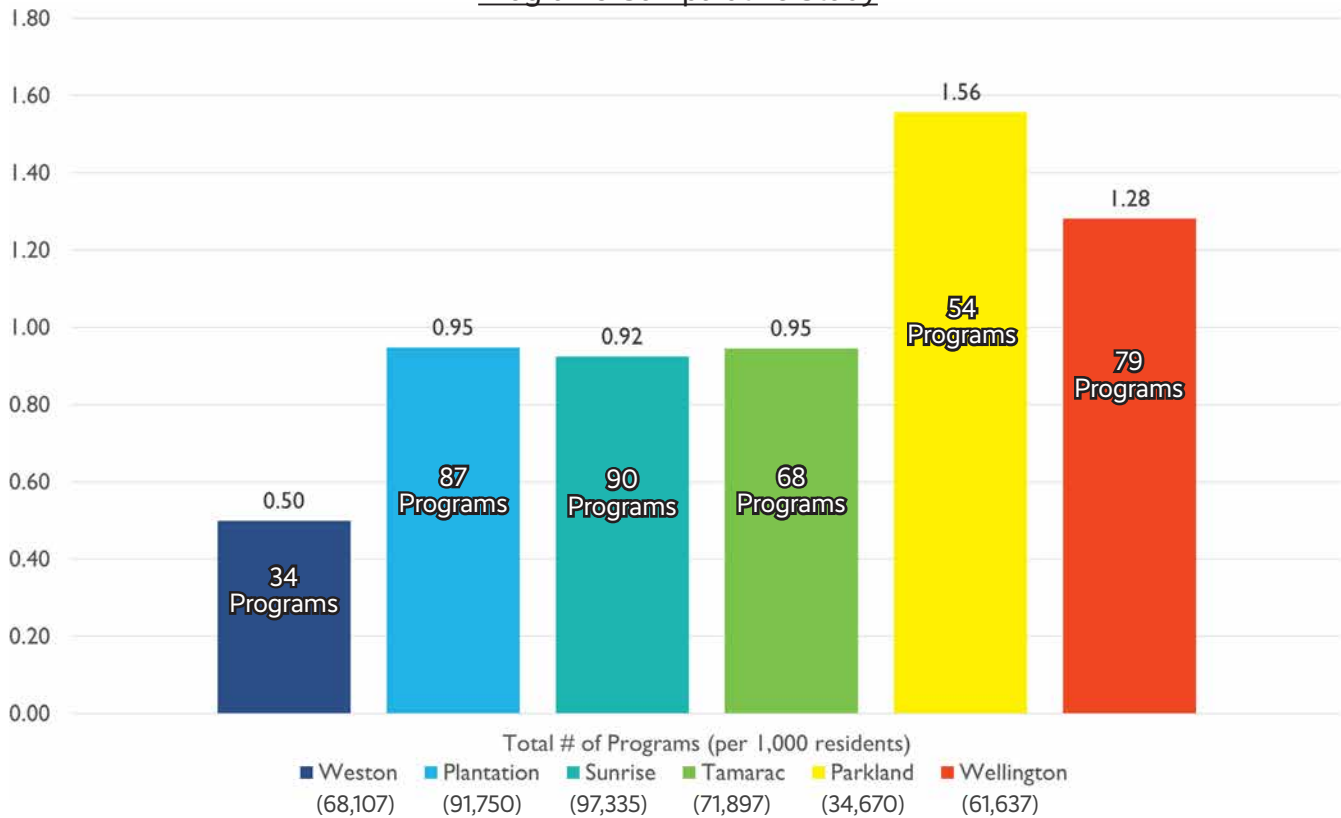


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

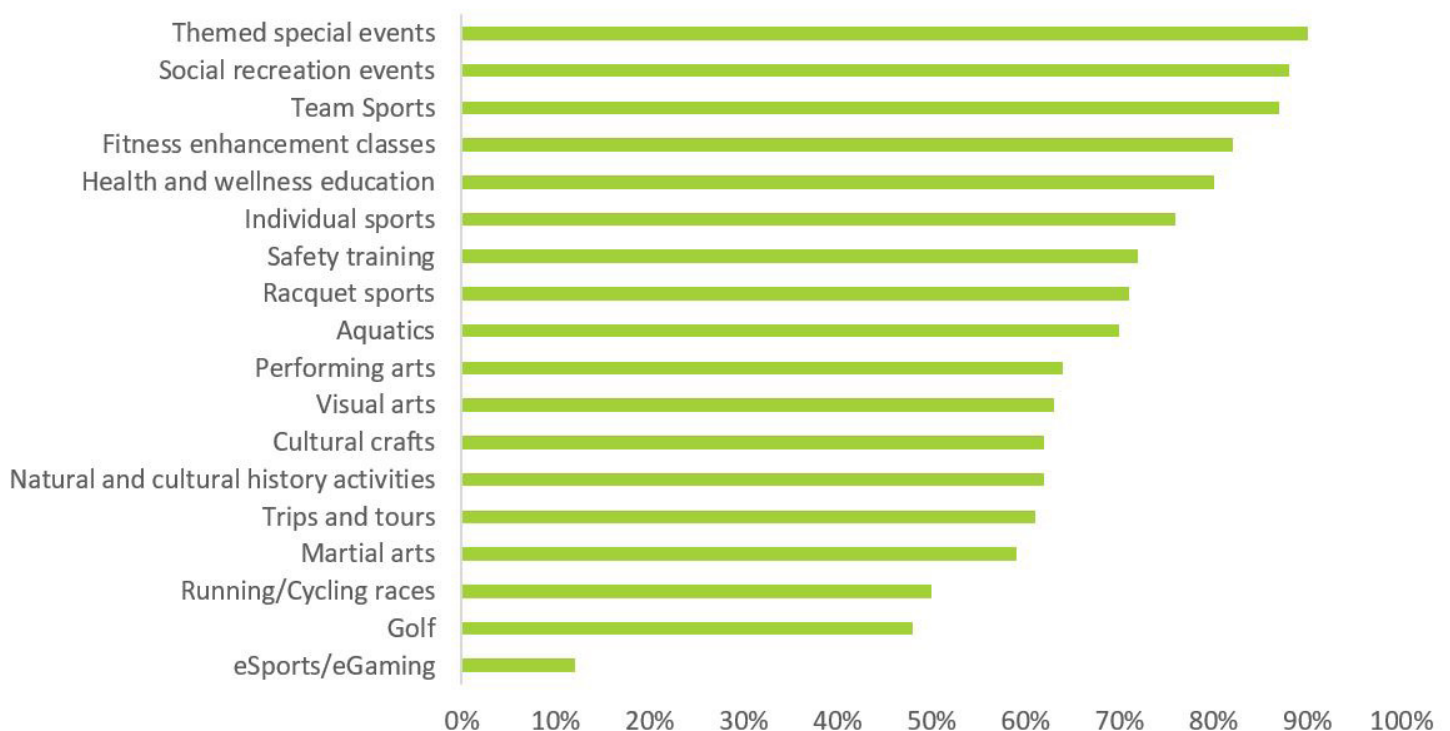


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories





### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?







The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

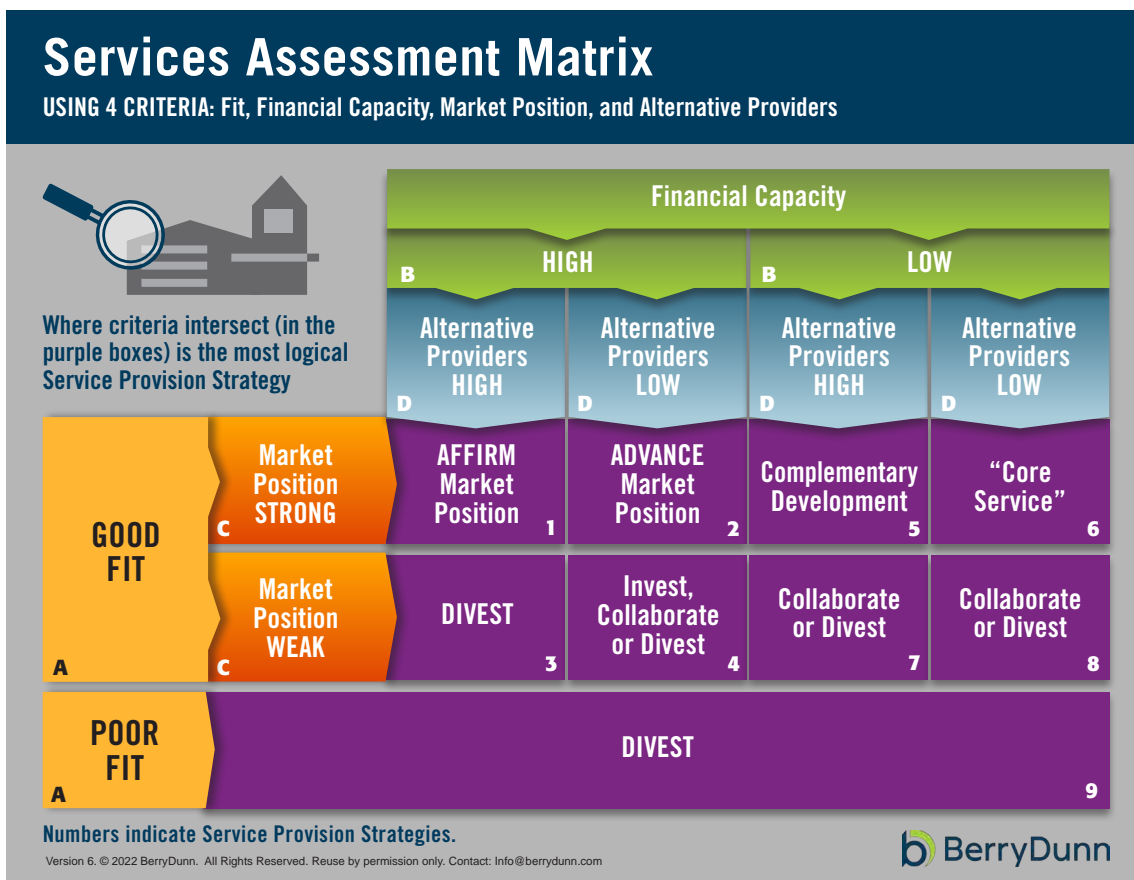


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

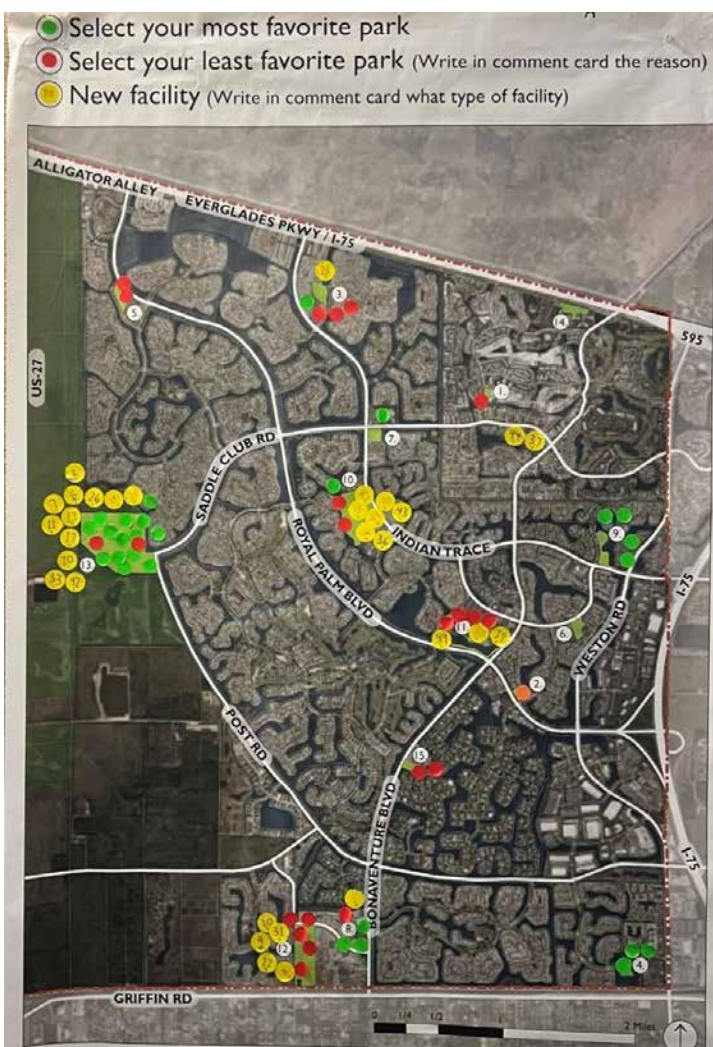


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

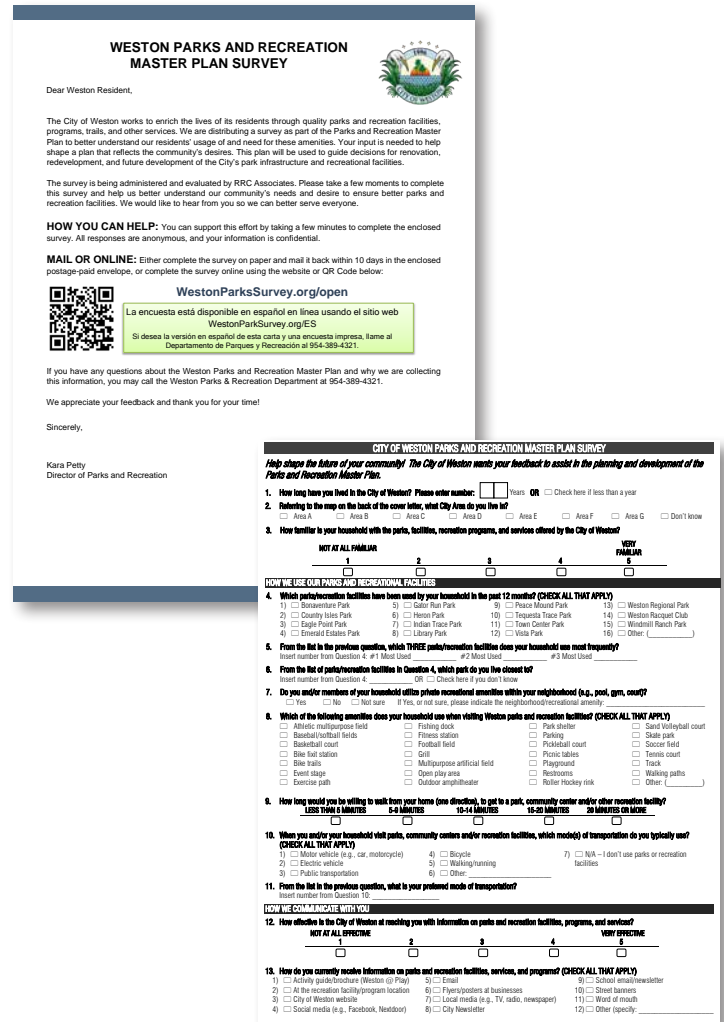


Figure 4.11: Survey Cover Letter and Survey Sample.

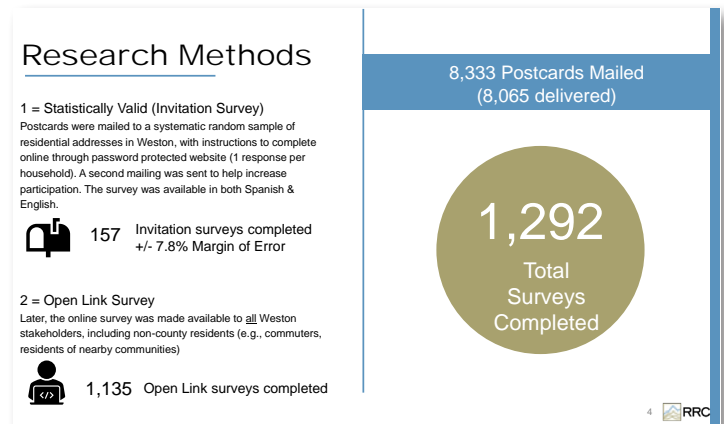
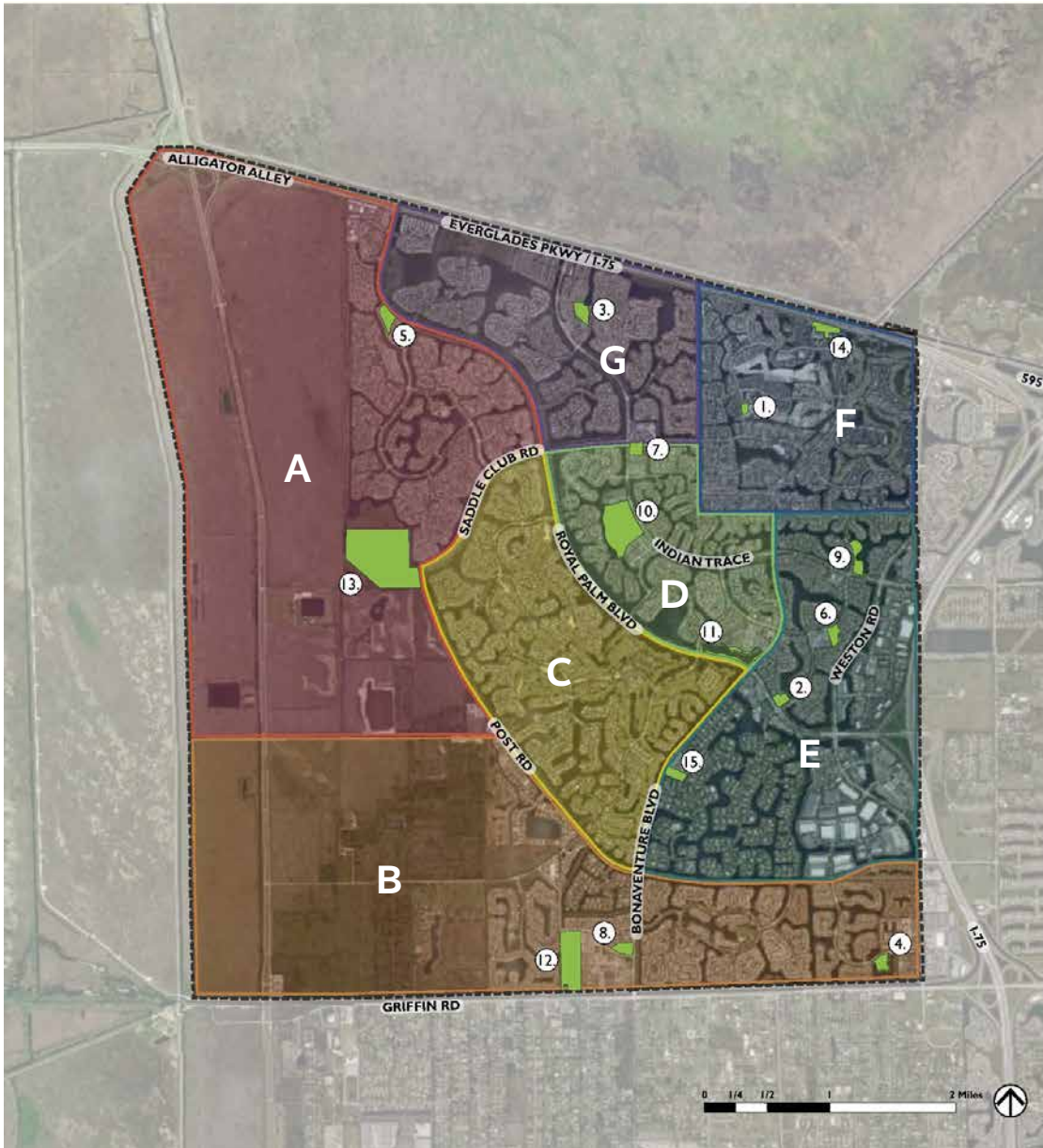


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G


- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.







The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

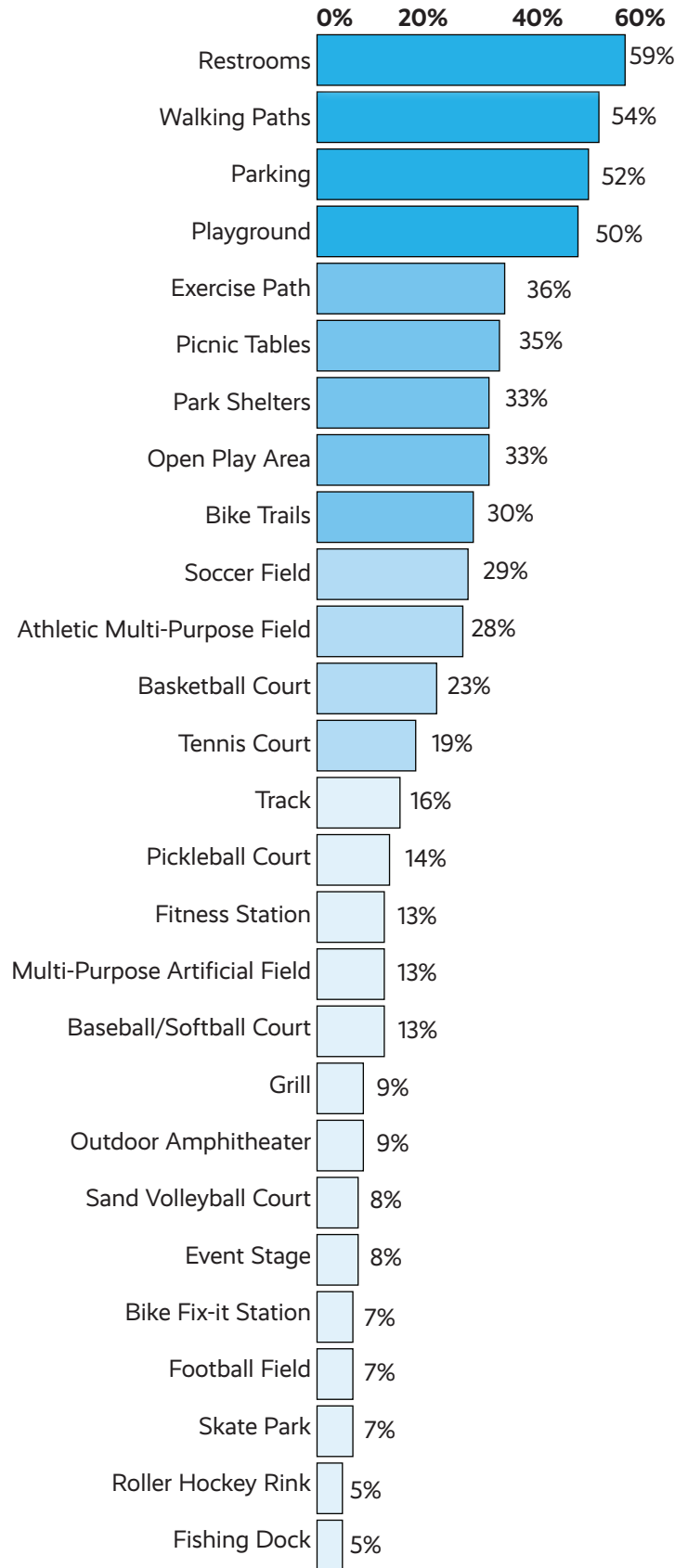


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

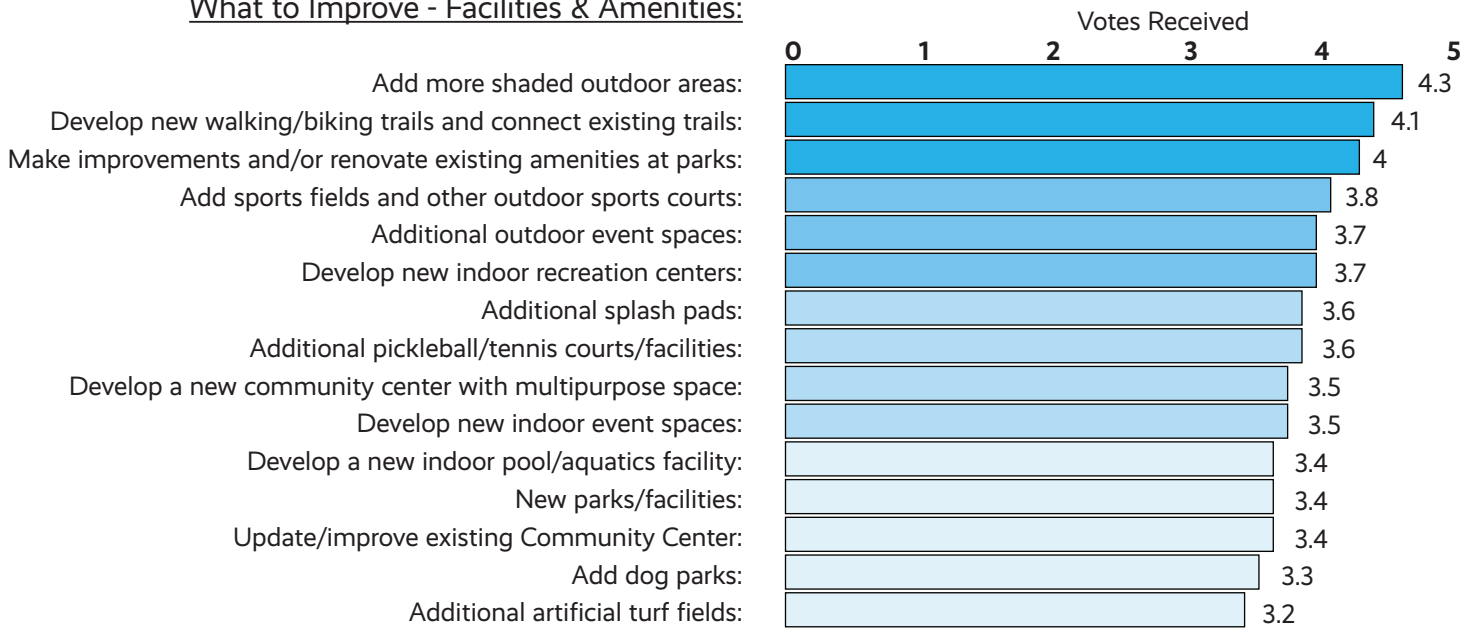


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

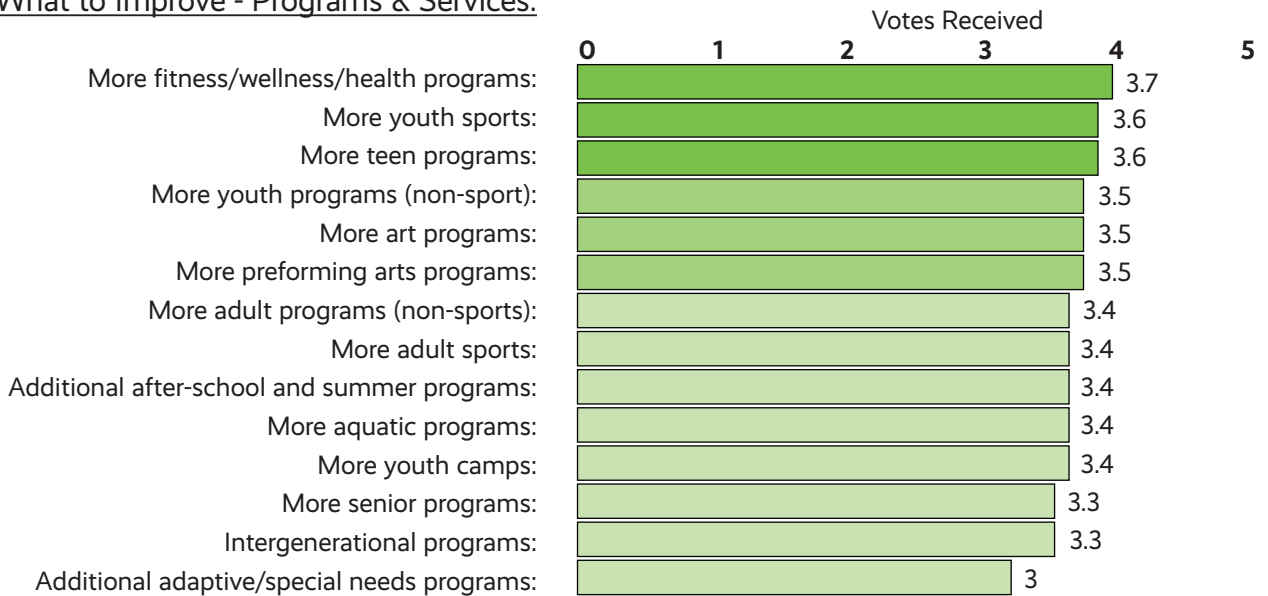


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

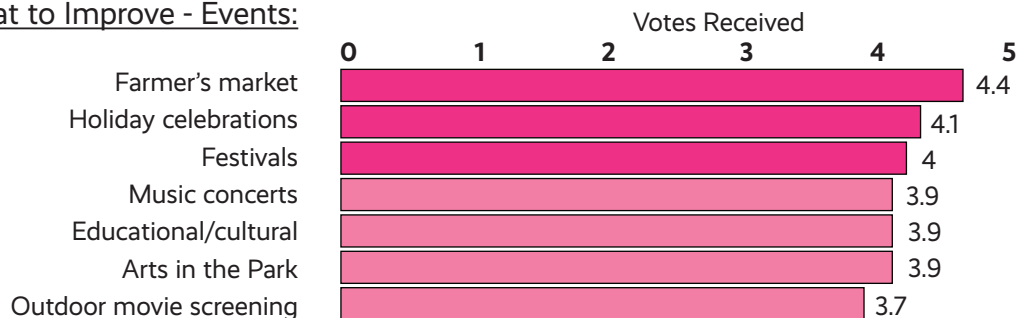


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

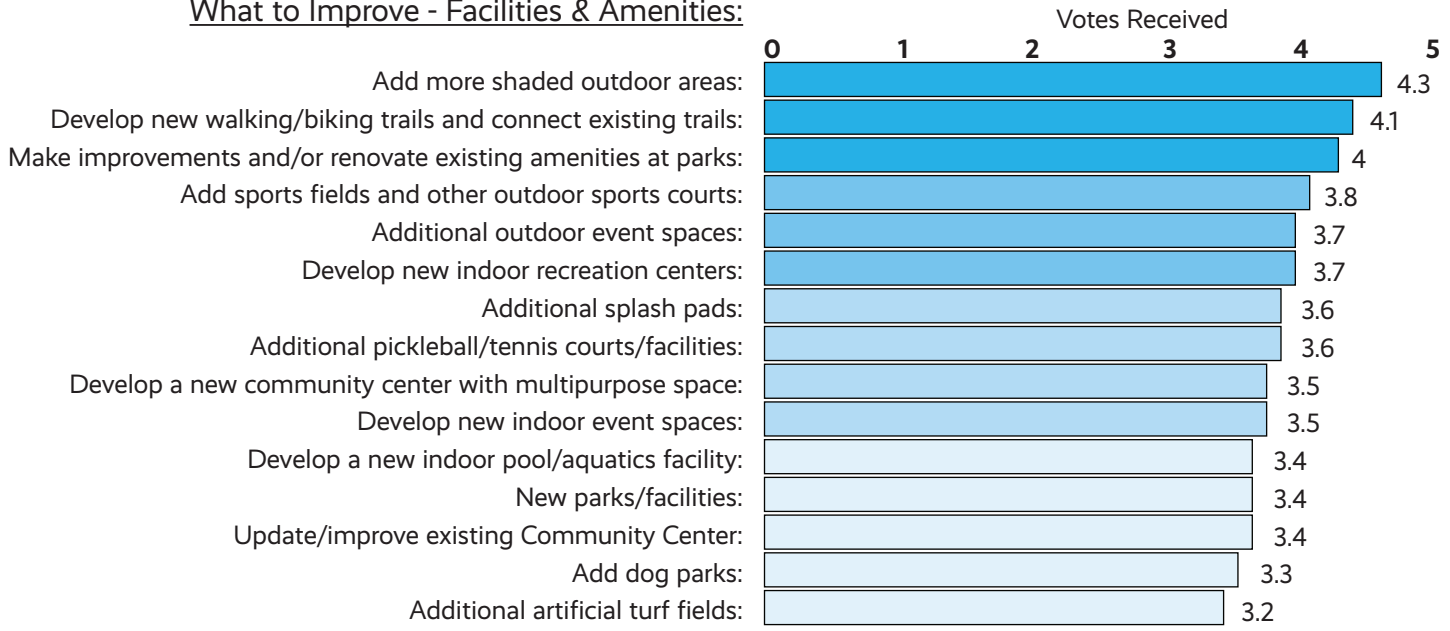


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

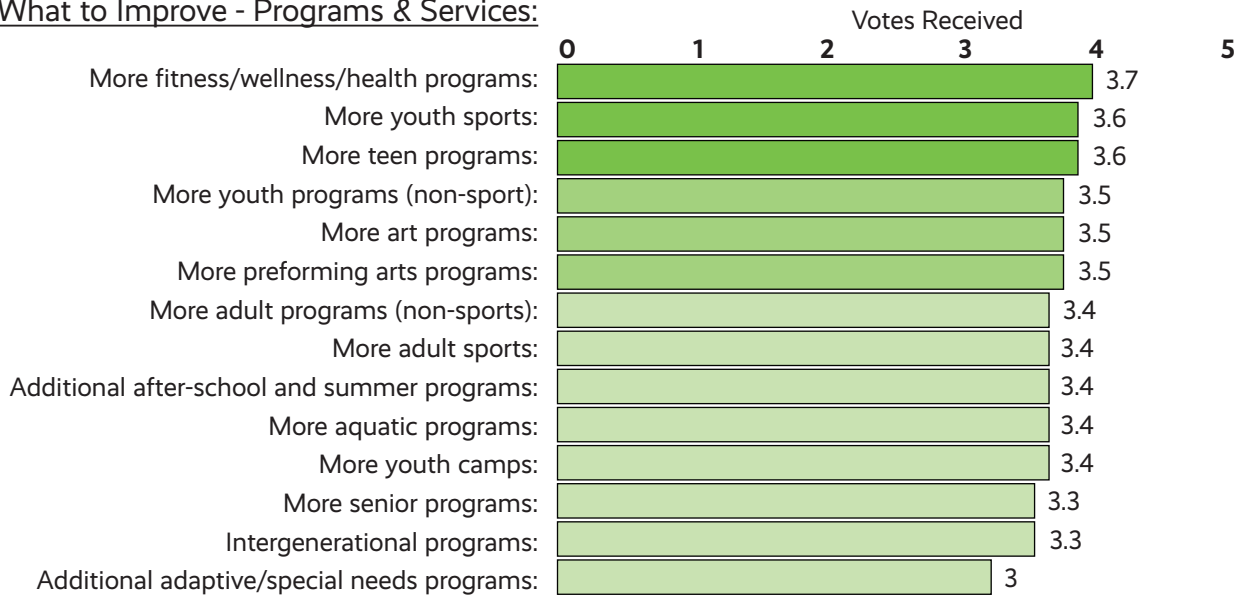


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

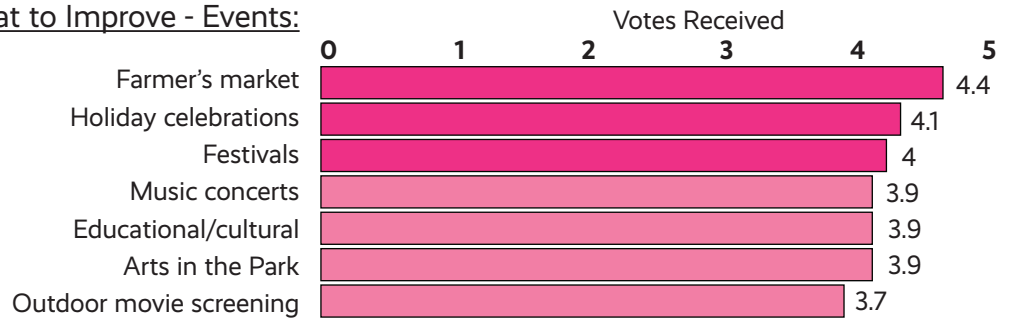


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.







### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.





### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



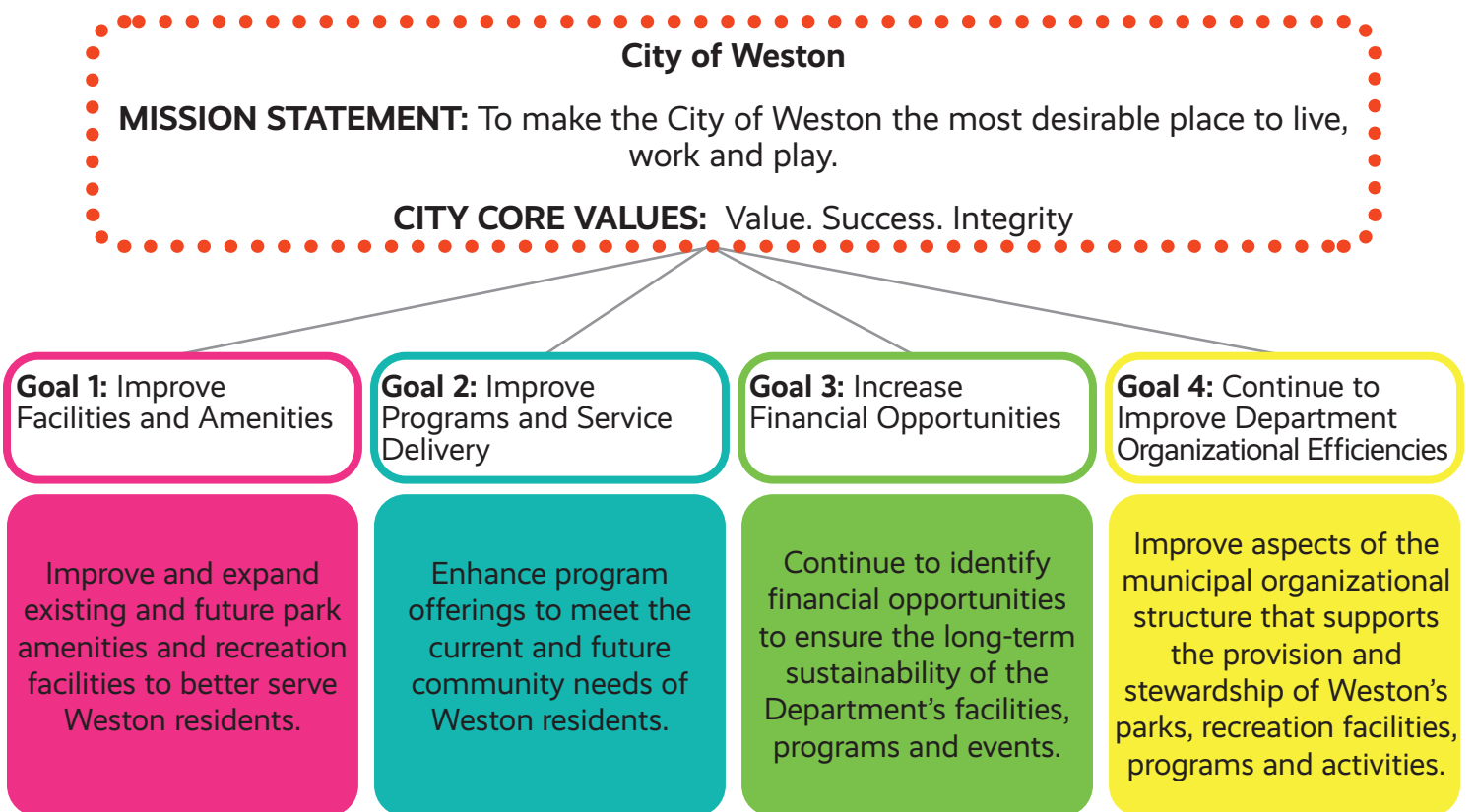
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.







## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

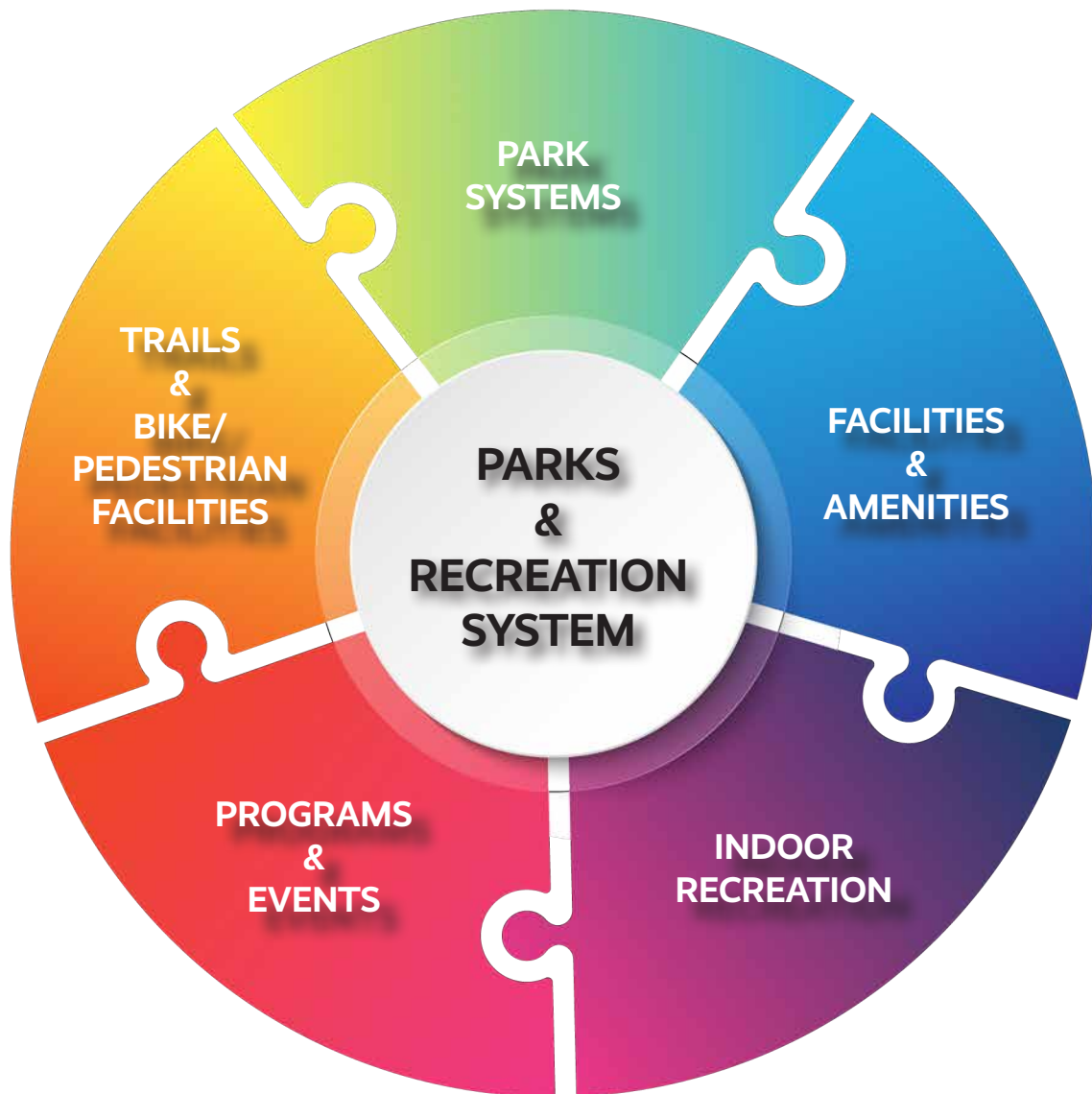


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.







### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





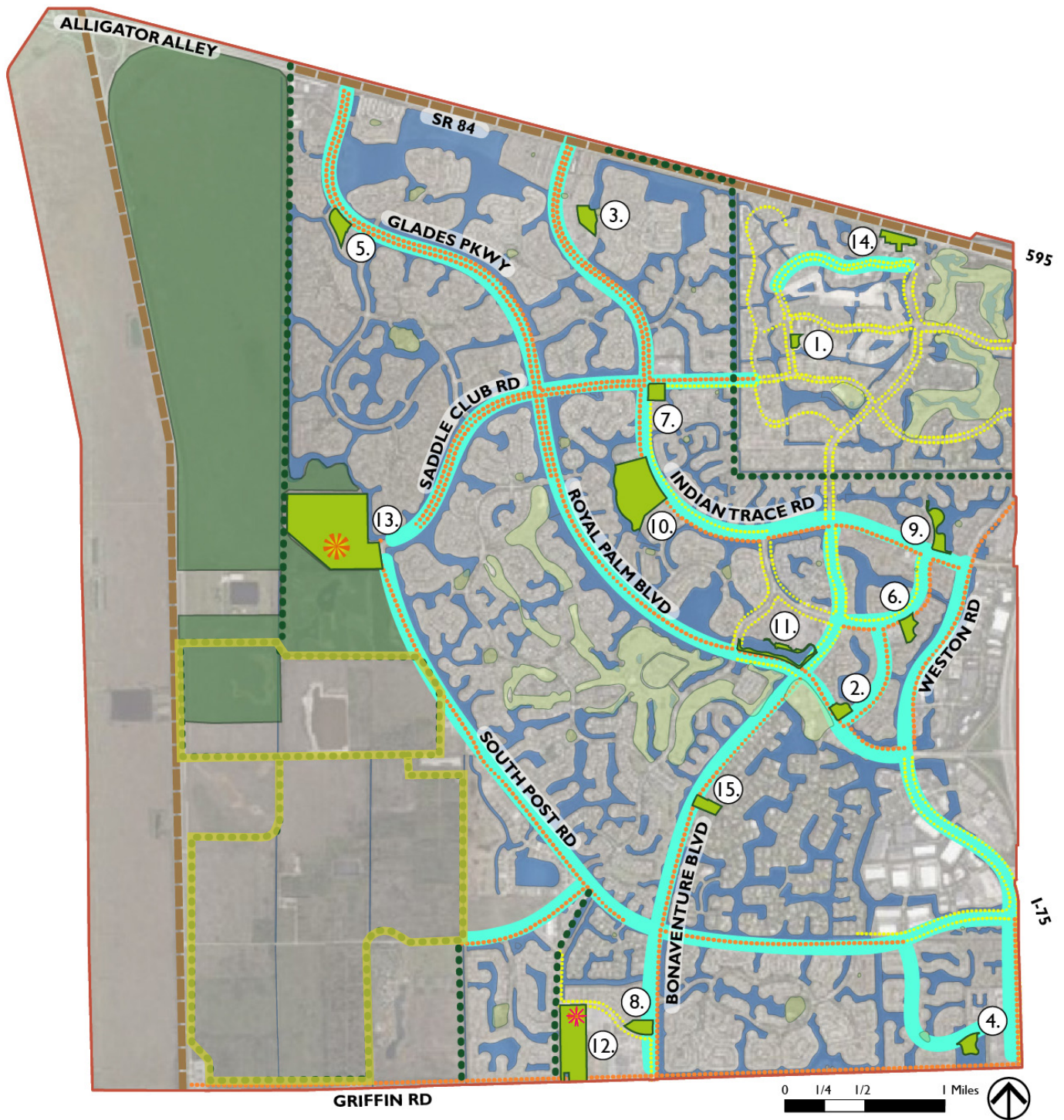


 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
TOTAL:	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
TOTAL:	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







**2. Facilities and Amenities**

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston , Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	<b>\$315,000</b>	<b>\$285,000</b>	<b>\$380,000</b>	<b>\$980,000</b>
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	<b>\$405,000</b>	<b>\$375,000</b>	<b>\$500,000</b>	<b>\$1,280,000</b>
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educated the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey







## Appendix A. Parks Improvement Scenarios





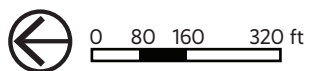
CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)







<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.







# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

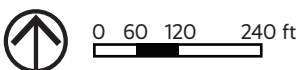
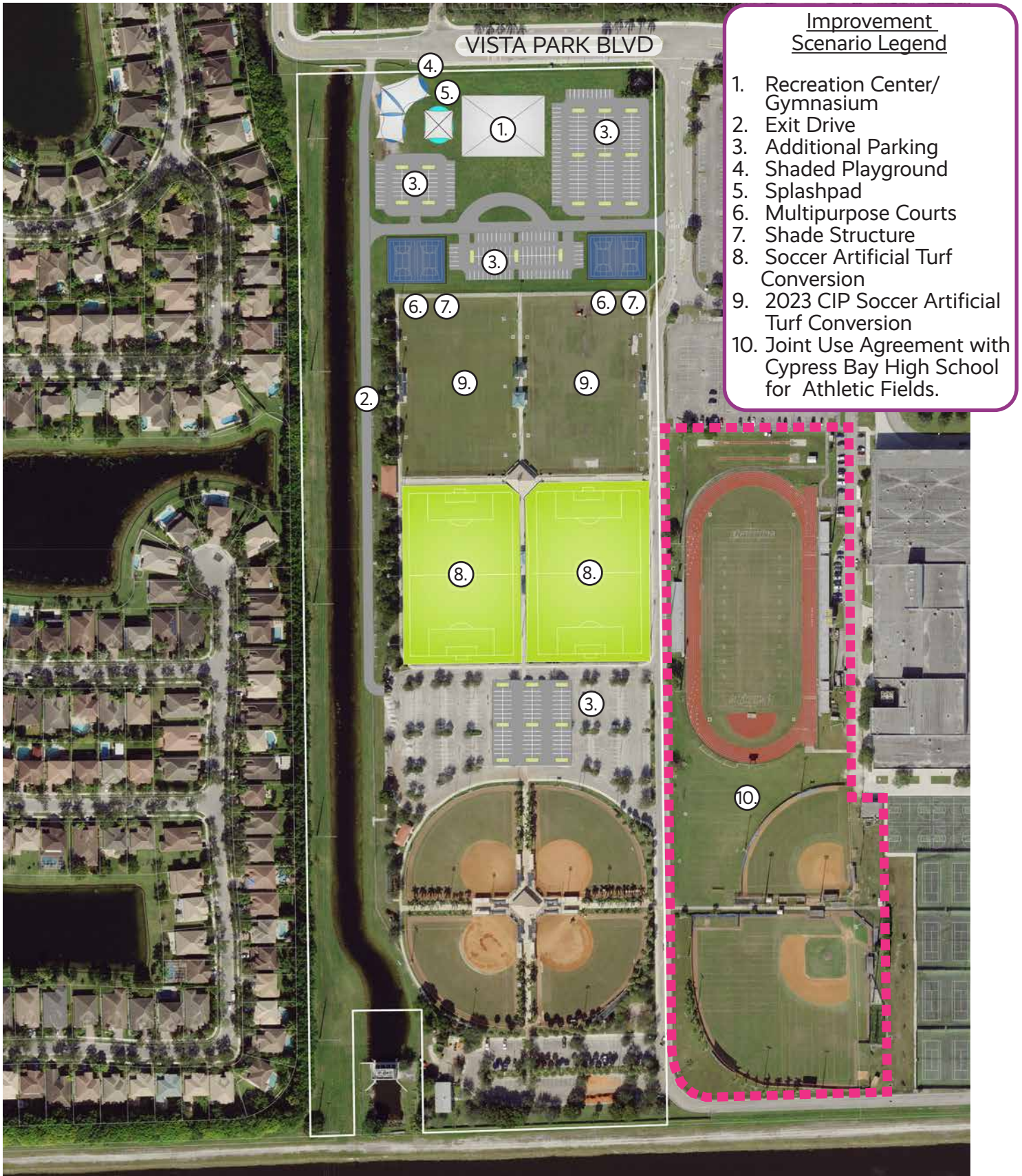
Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario





Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.







### Eagle Point Park Improvement Scenario





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.





## Windmill Ranch Park Improvement Scenario





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



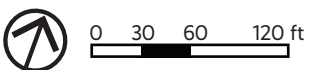


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.





## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

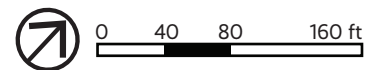
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

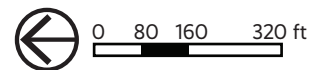
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility's services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must







be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general







contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought







into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

#### Department of Business & Professional Regulation:

The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00







Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



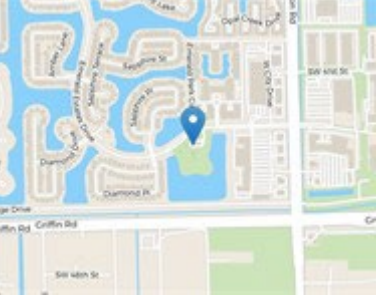

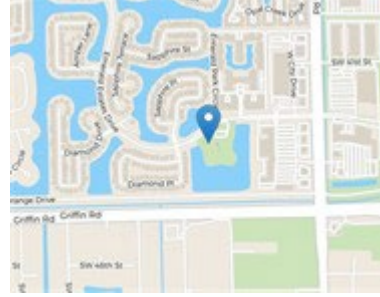

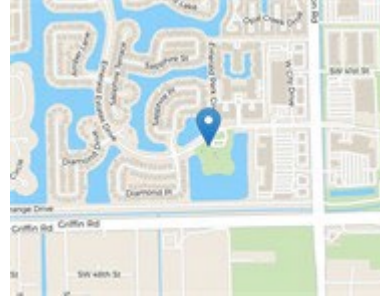



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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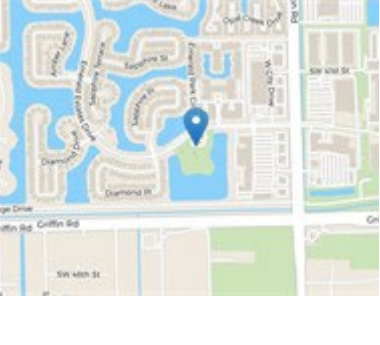

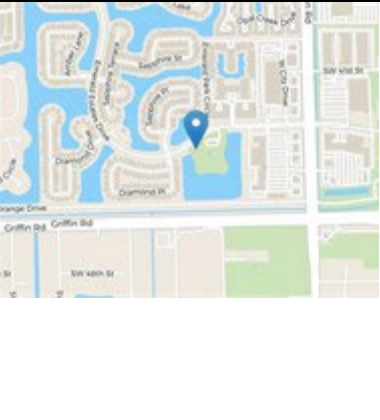

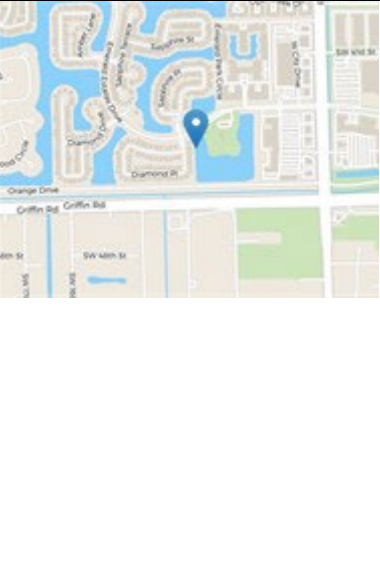

# ADA FIELD EVALUATION

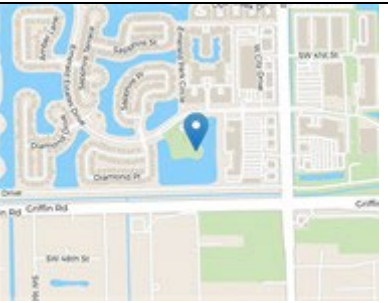

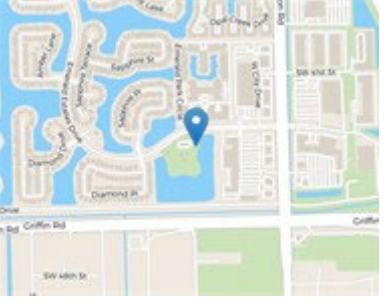

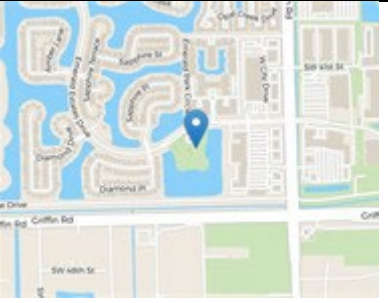

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			



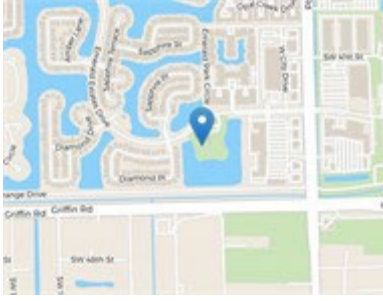

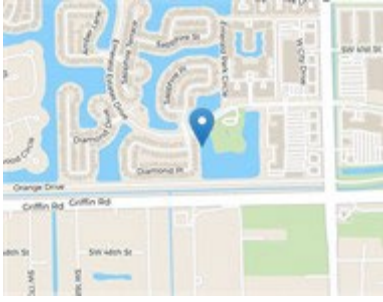

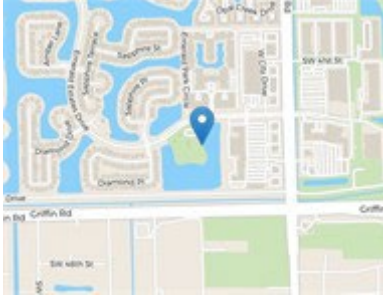

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

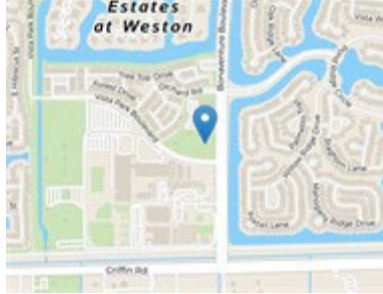







<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




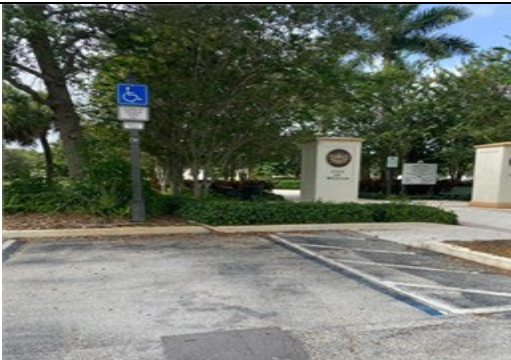

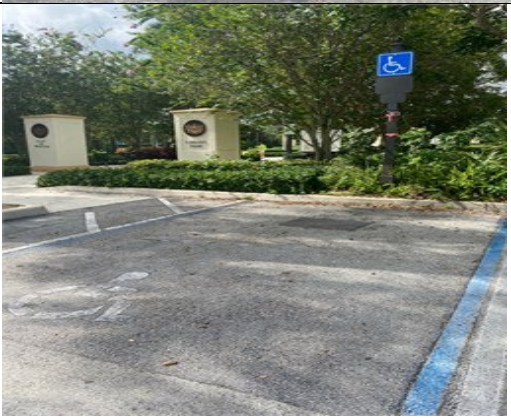
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	

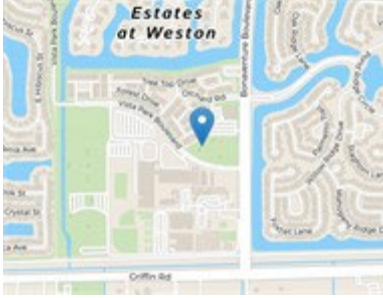






<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

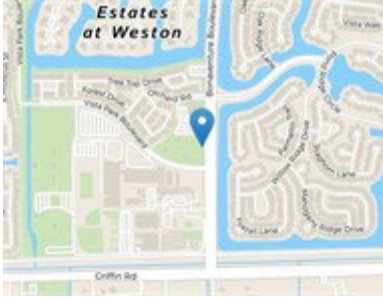





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

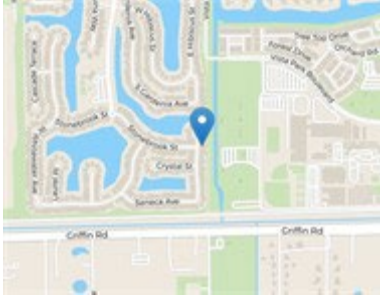

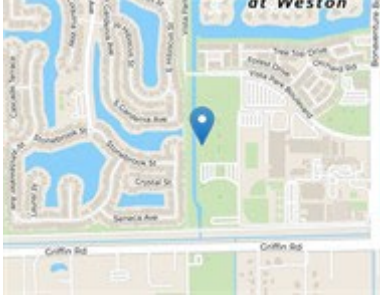

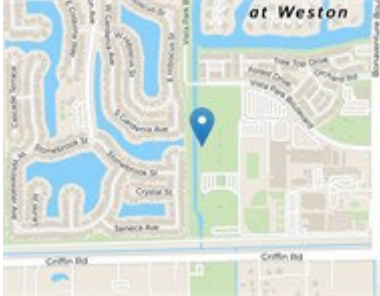



<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	



<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

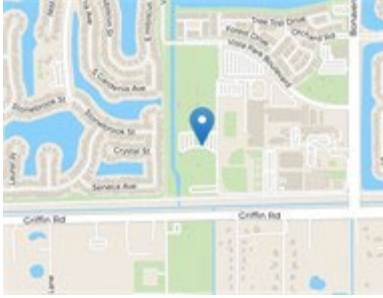

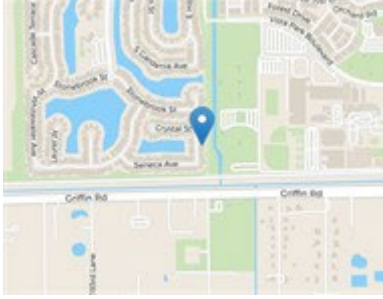


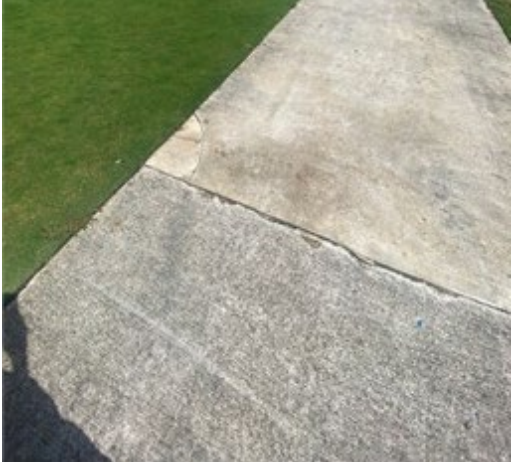
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



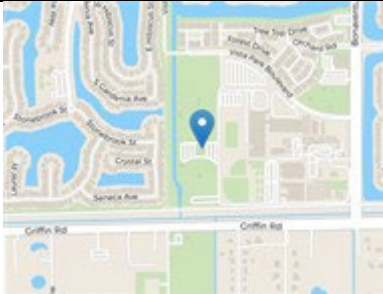

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





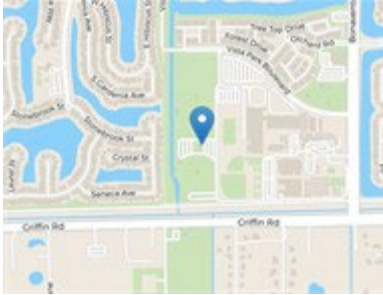

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





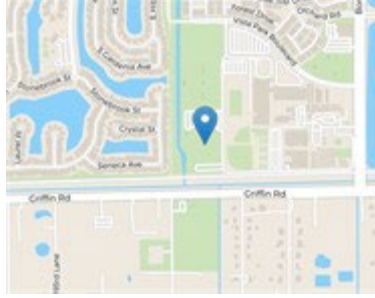





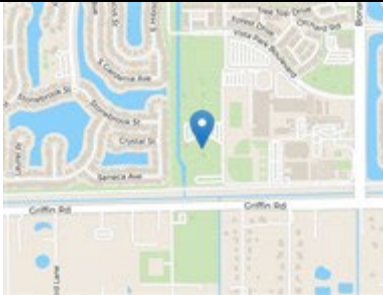


<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	

<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	







<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



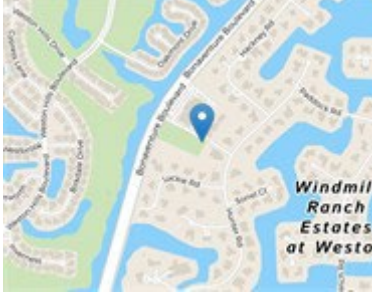

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

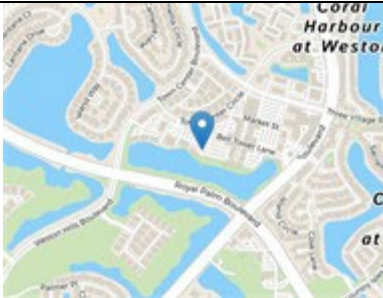

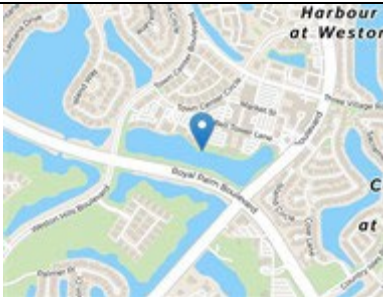



<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


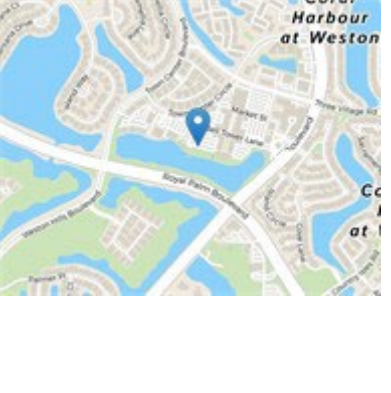

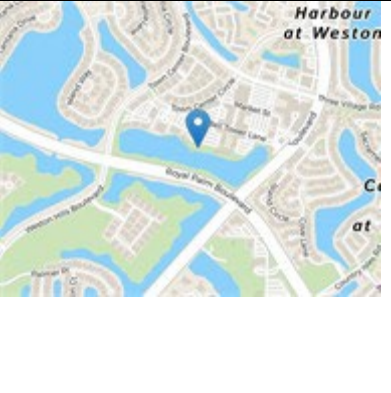

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

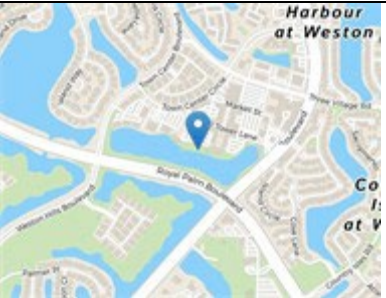

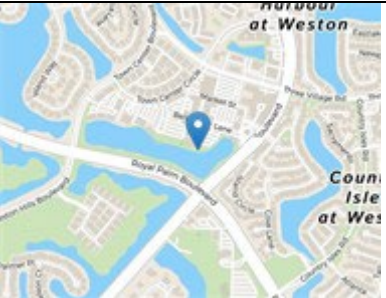

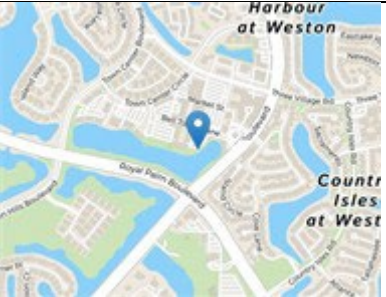



<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

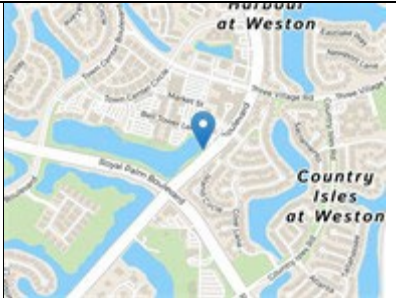



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

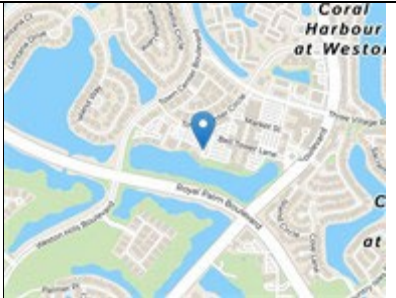

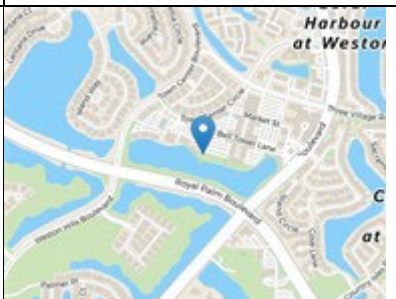



<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



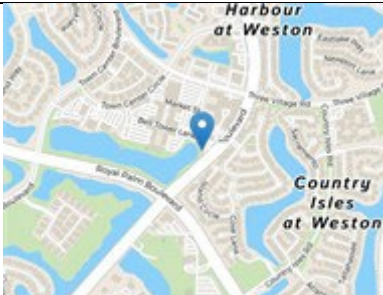



<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


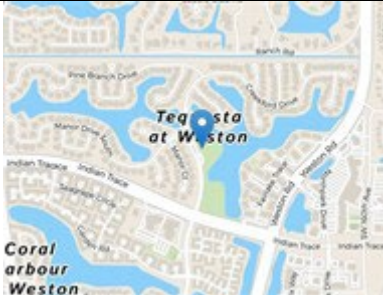




<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			







<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



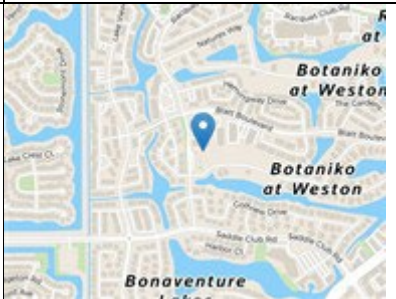



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


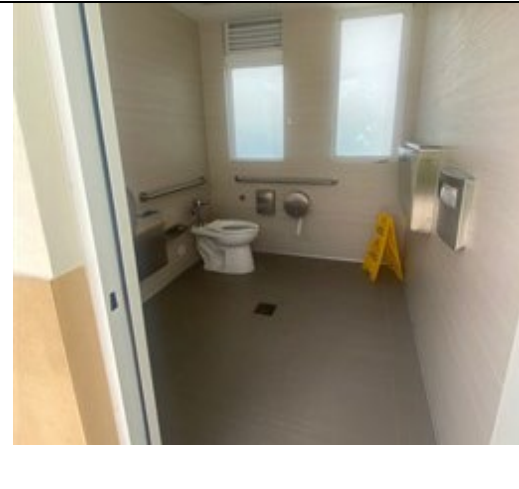






<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

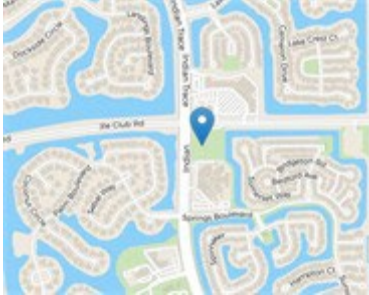



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



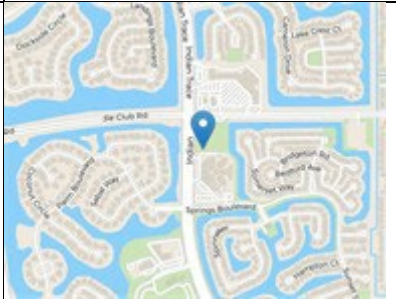



<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


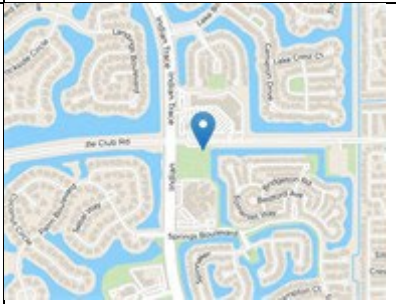


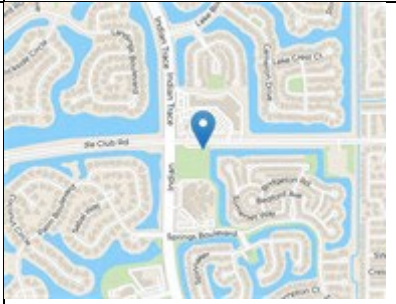

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


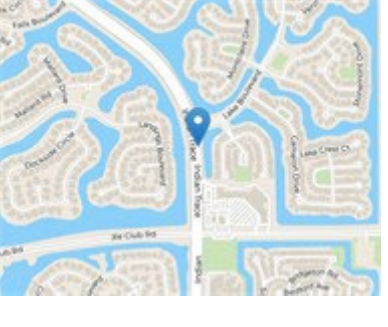

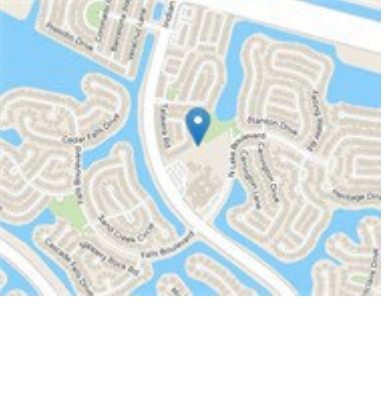



<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

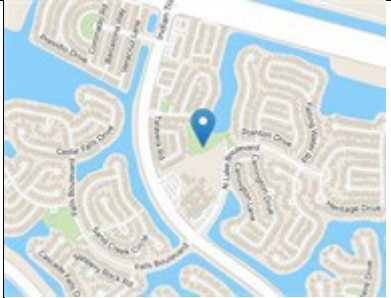

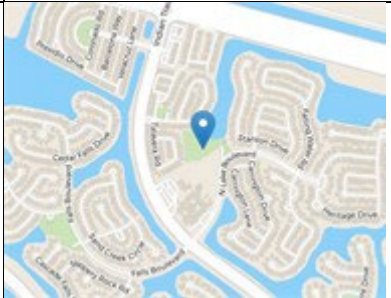

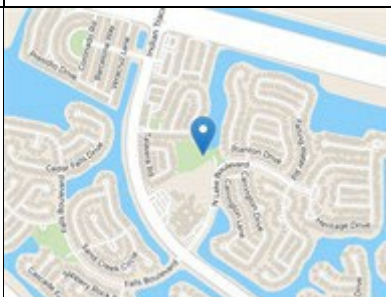

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



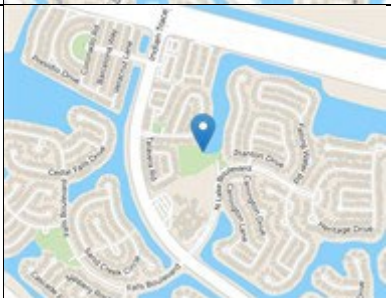




<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

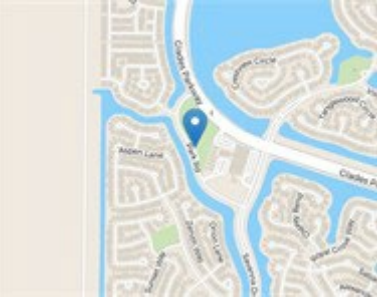

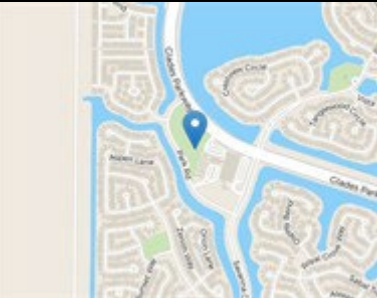

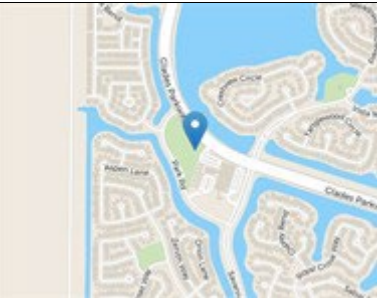

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

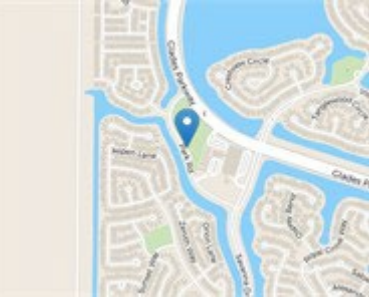

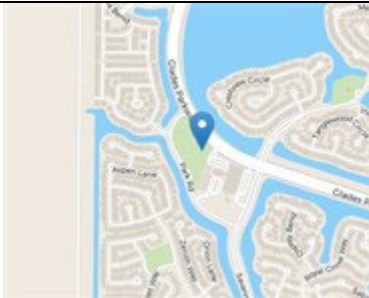




<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


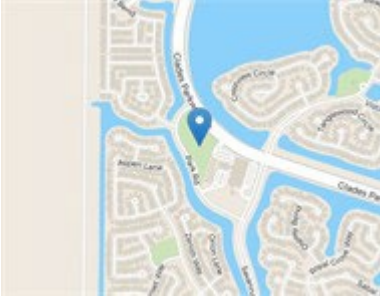

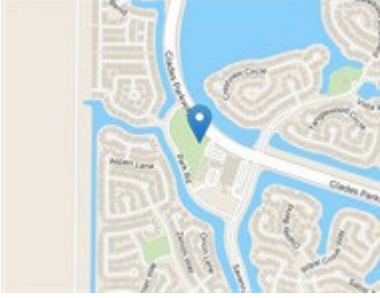

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



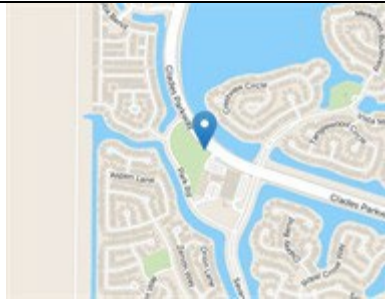

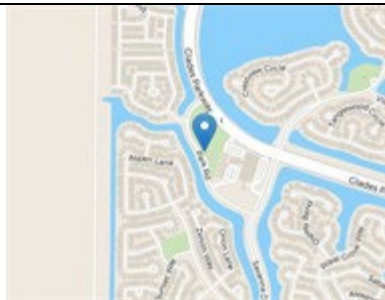
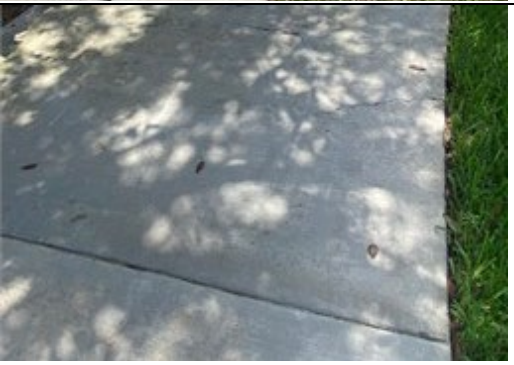
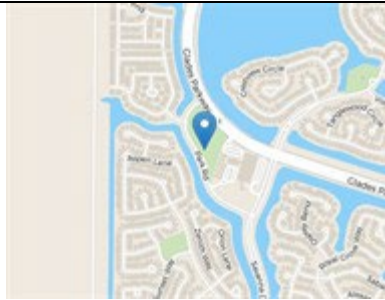

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

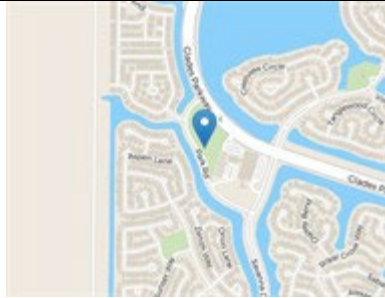

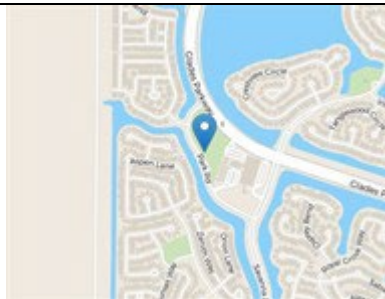

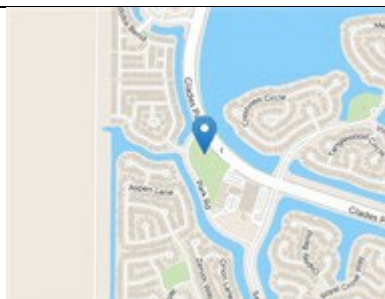
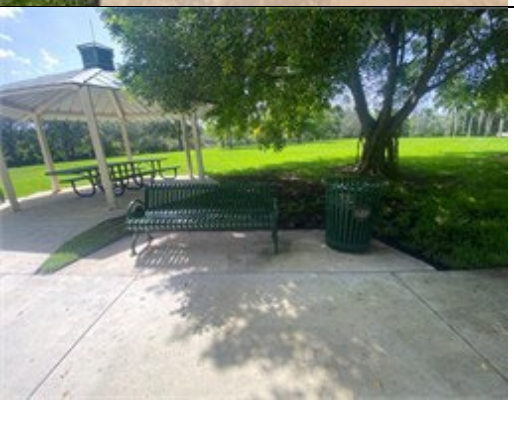


<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


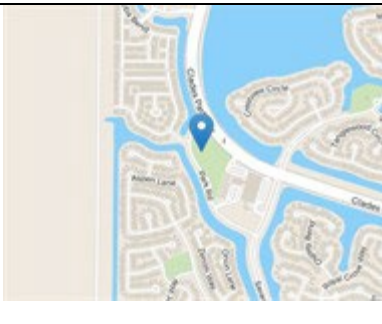
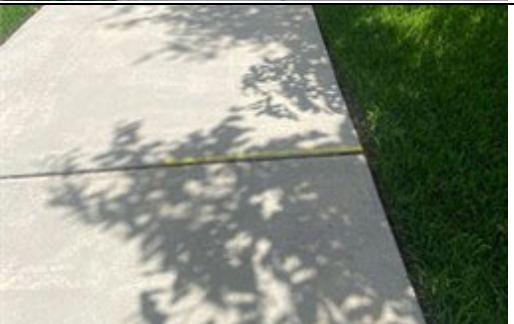
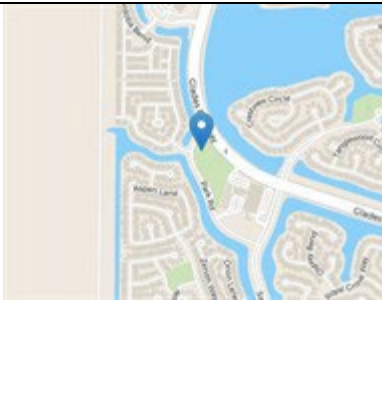

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

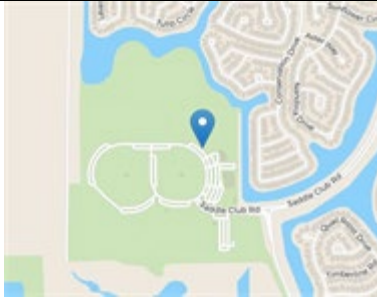

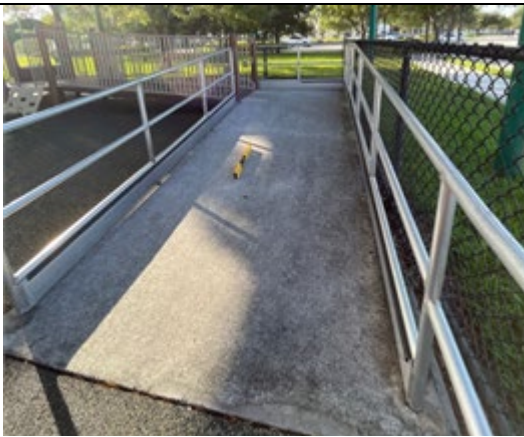

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

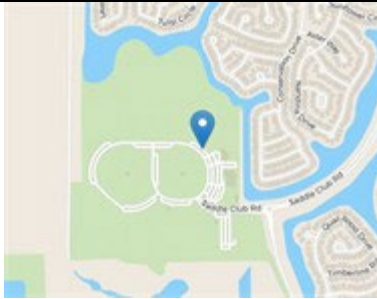

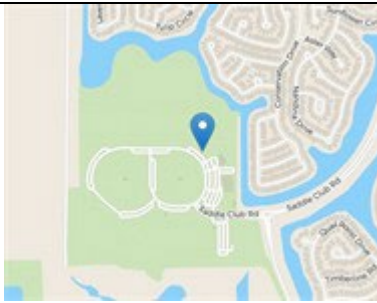

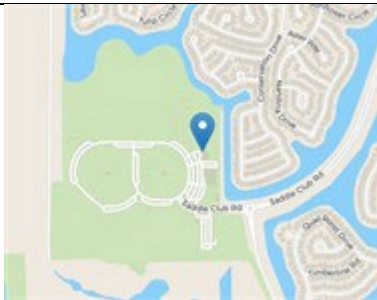



<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

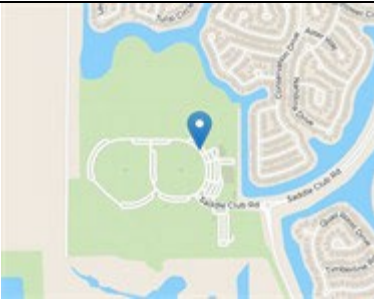

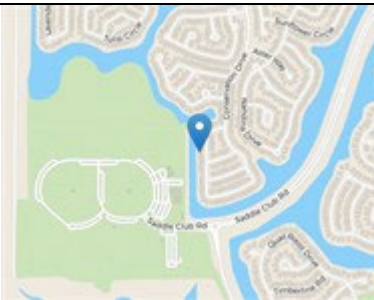

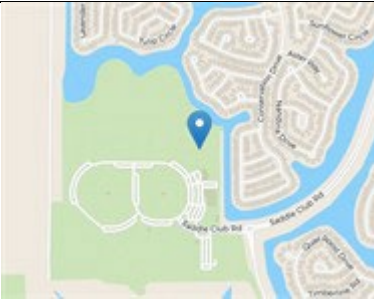

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

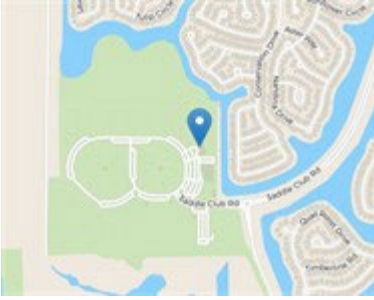

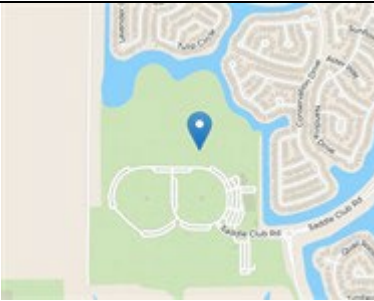

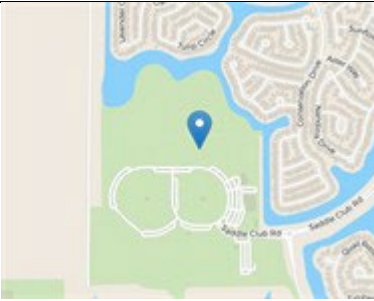

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			




<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

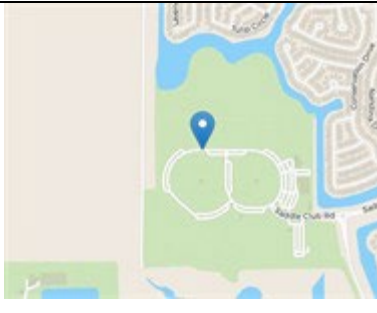

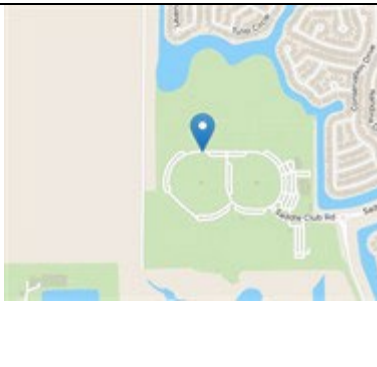

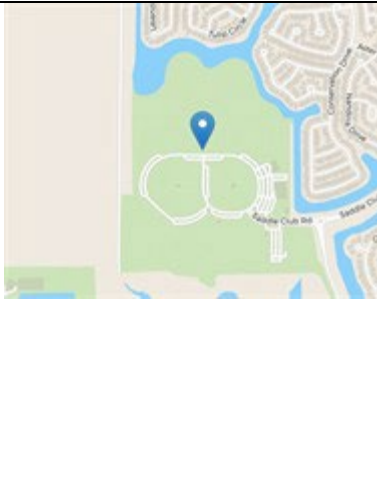
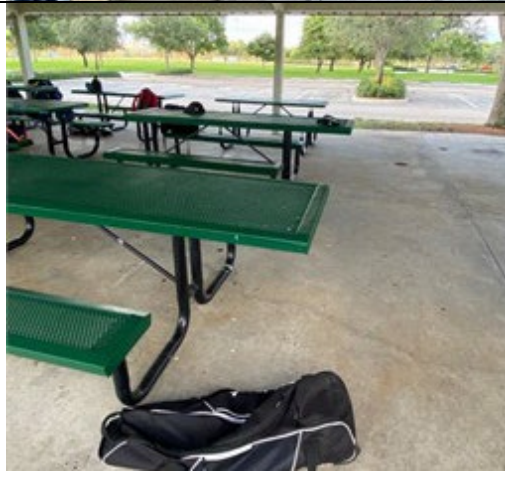


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

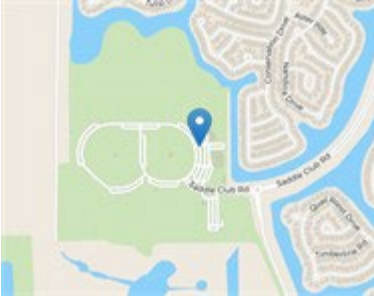

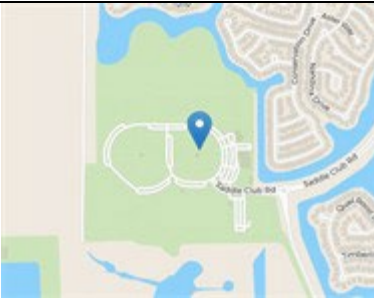

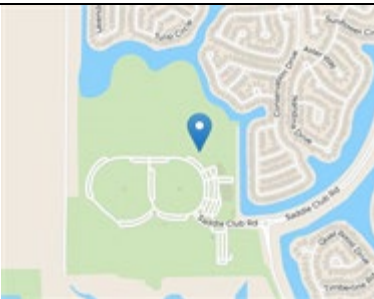

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

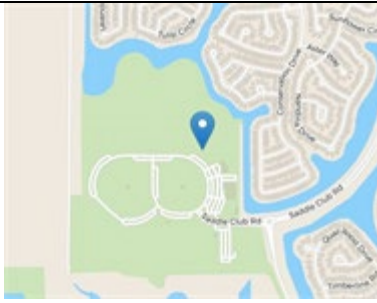


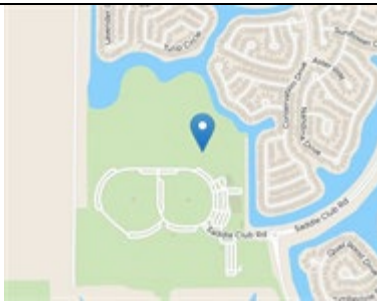



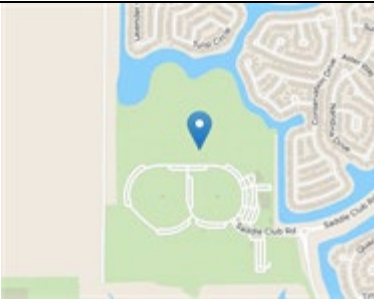


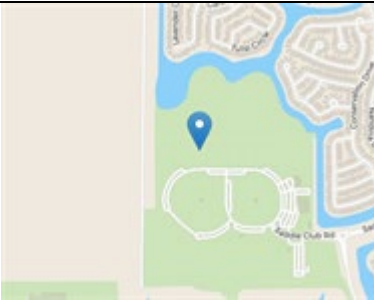

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

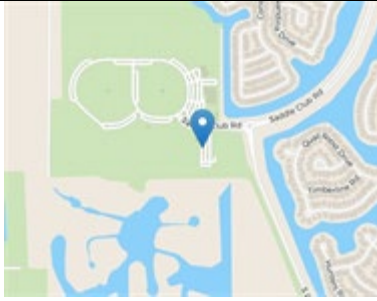

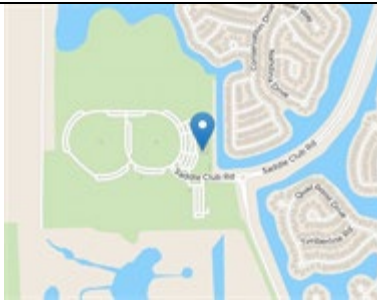

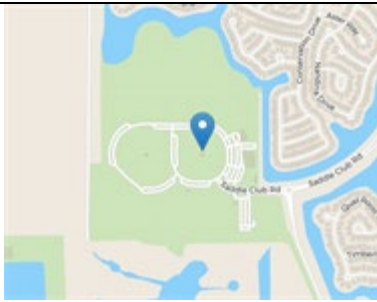



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


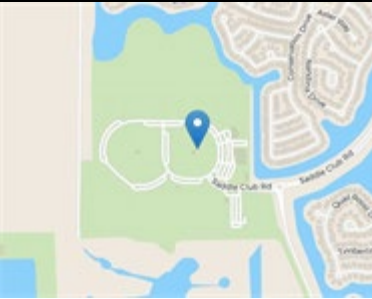

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


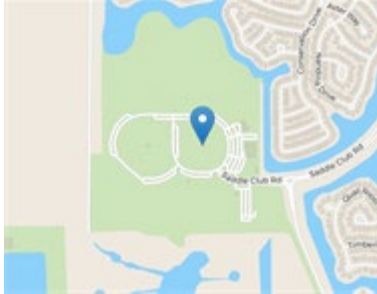

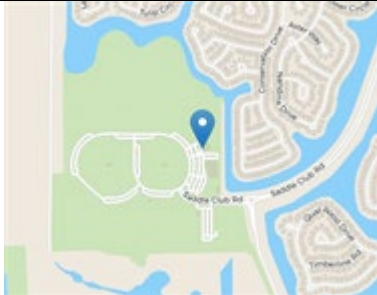

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

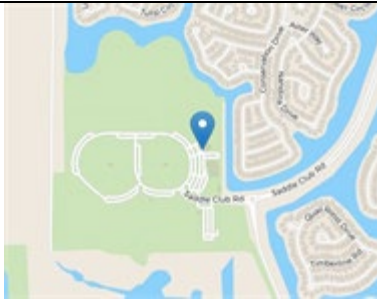

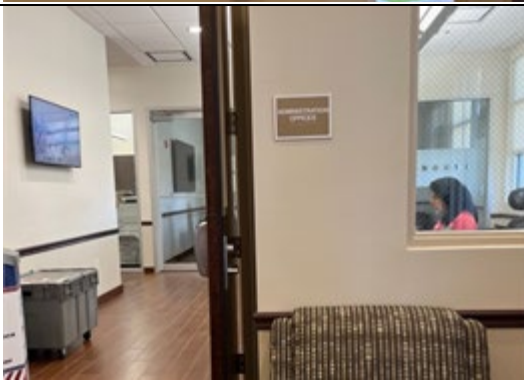
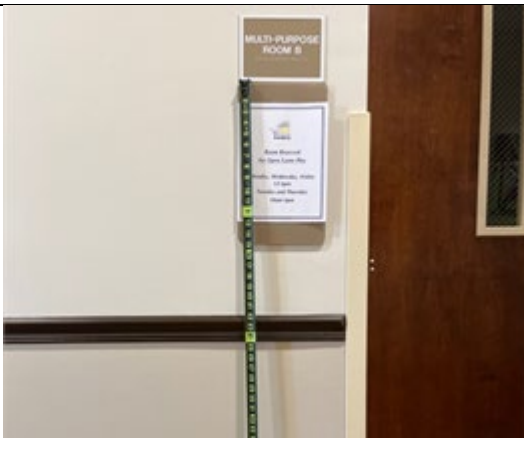


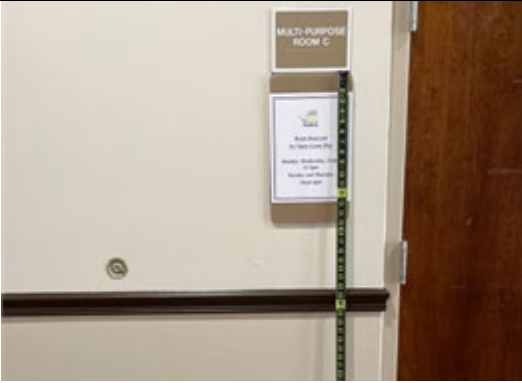

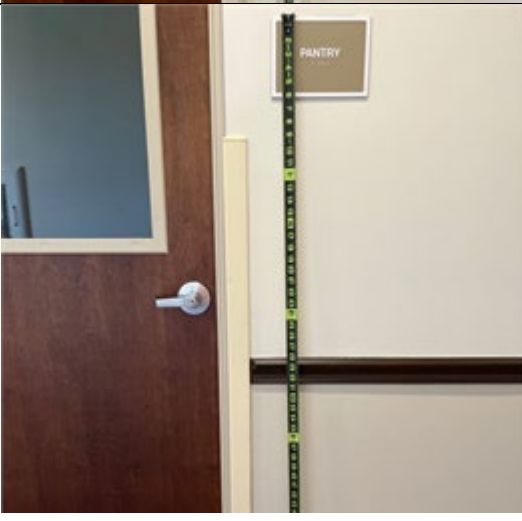
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			





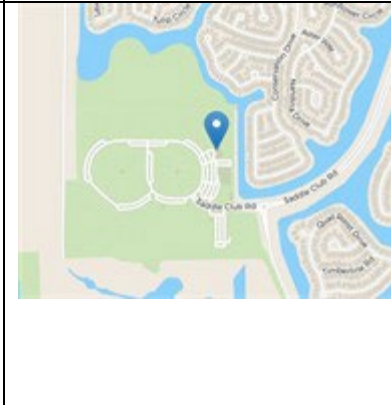
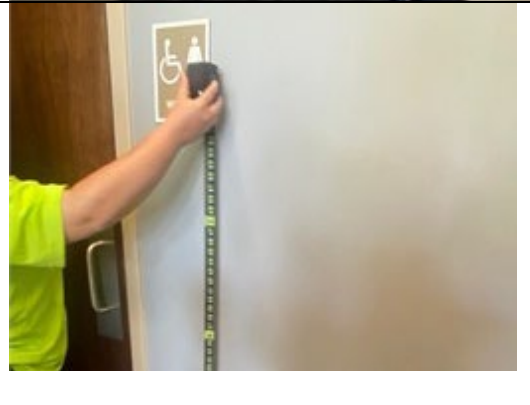
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

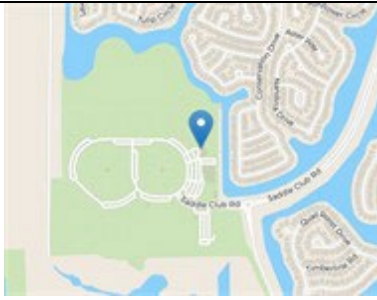
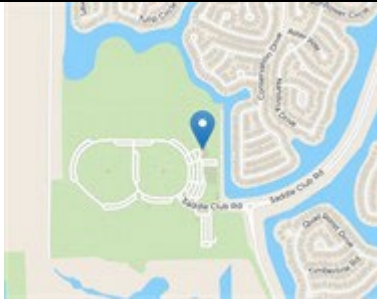

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

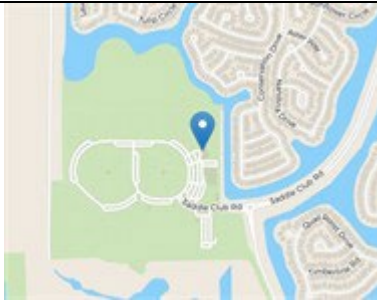

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

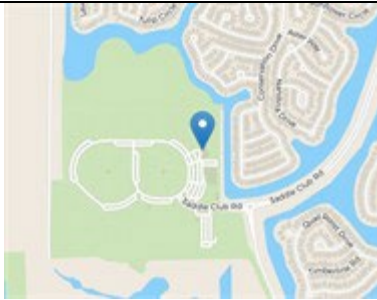

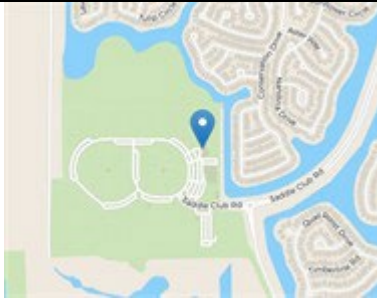

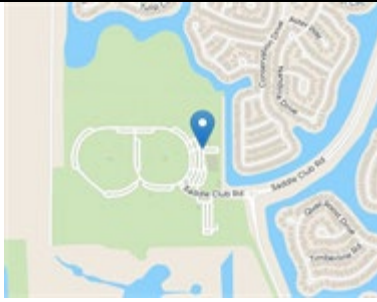

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





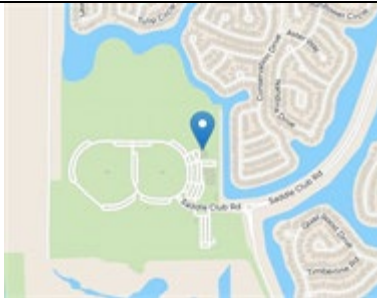

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

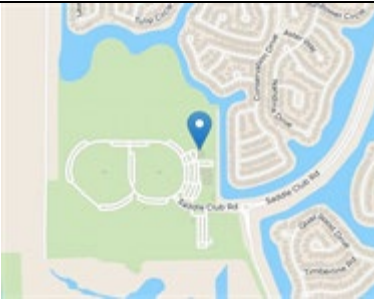

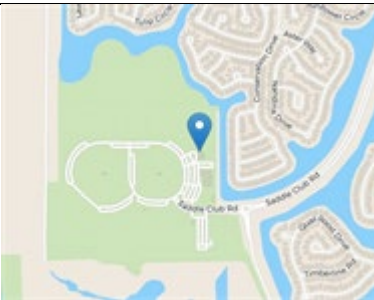

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

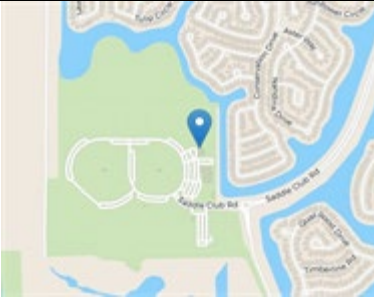


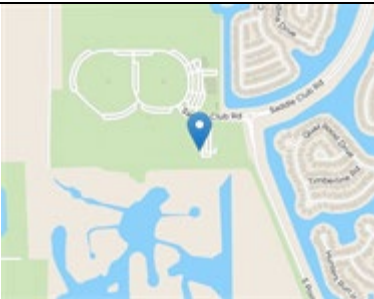

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

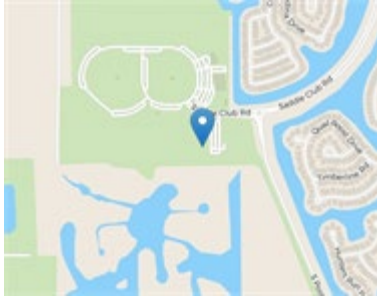

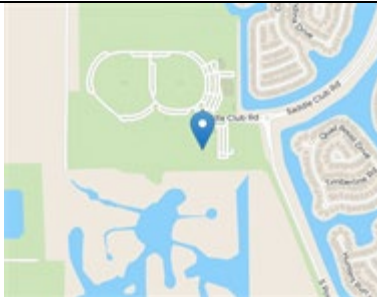

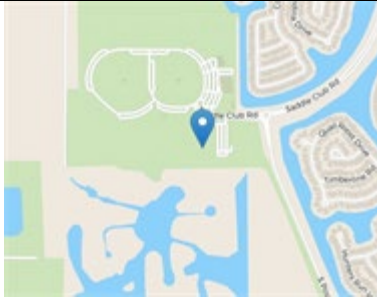

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			



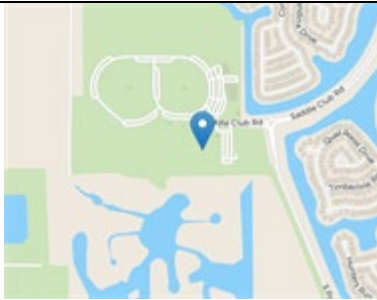


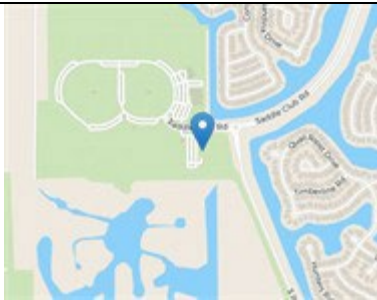

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

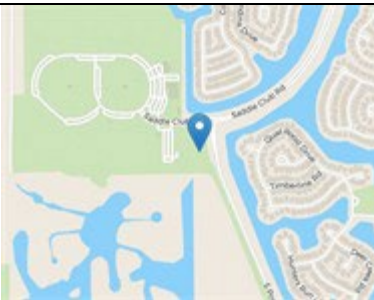

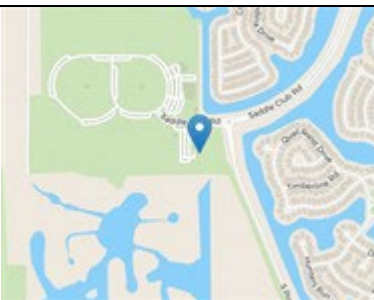

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

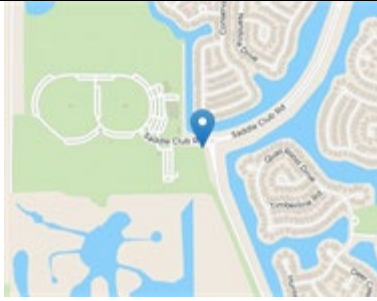


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

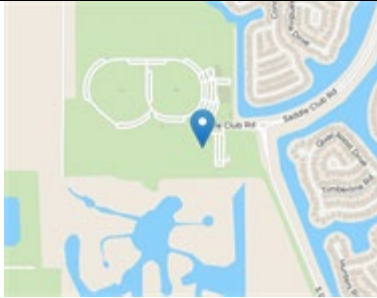

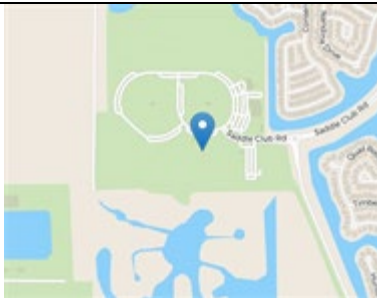



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

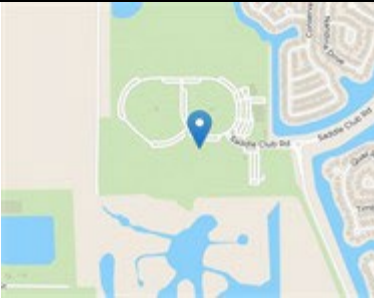

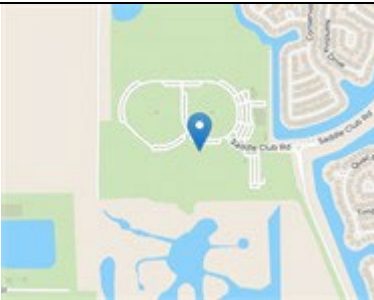



<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

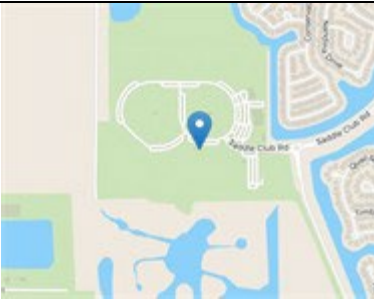

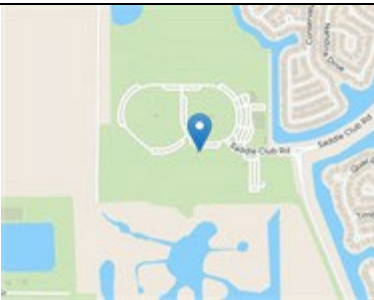

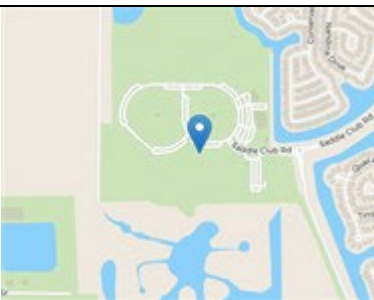

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				



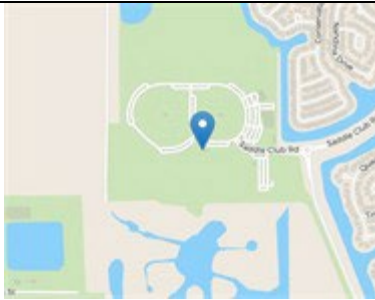

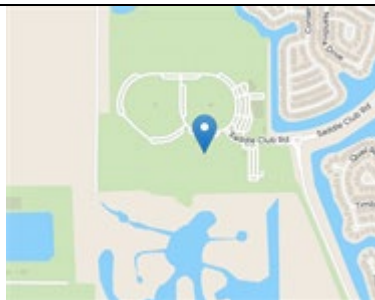

<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

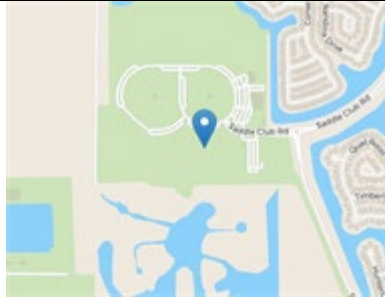

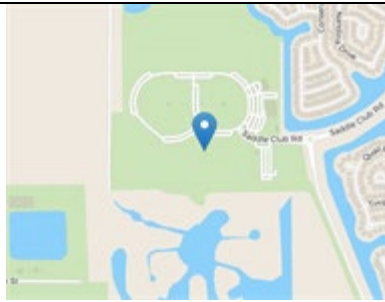

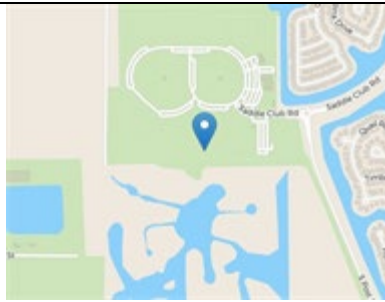
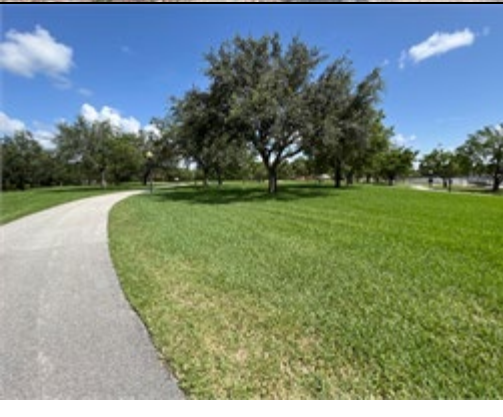


<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

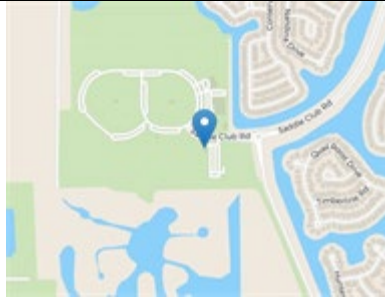

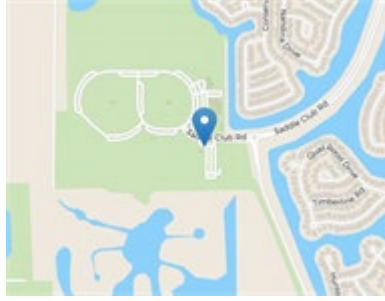

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



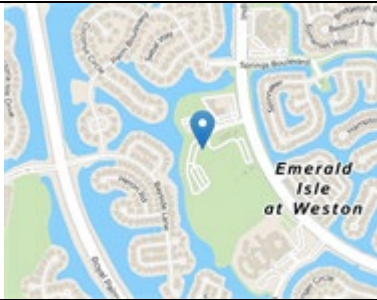

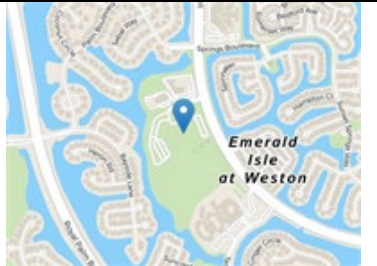





<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

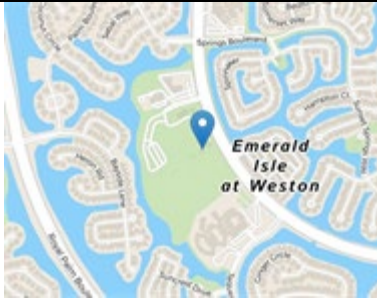

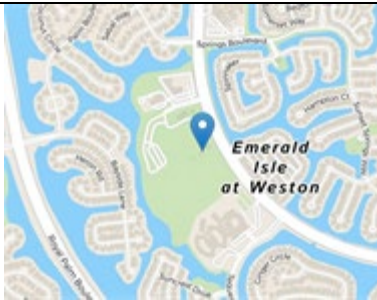



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			








<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



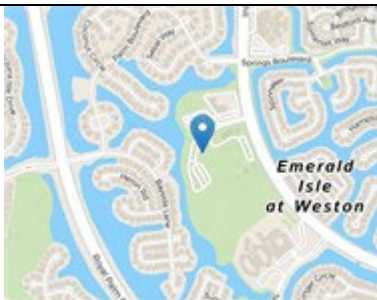



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


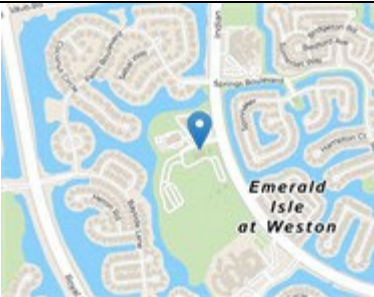





<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			






<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

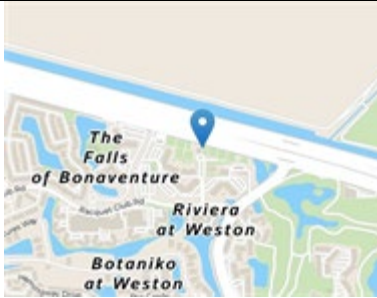

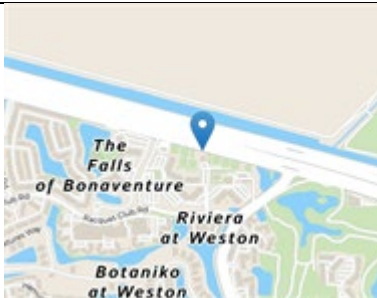



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

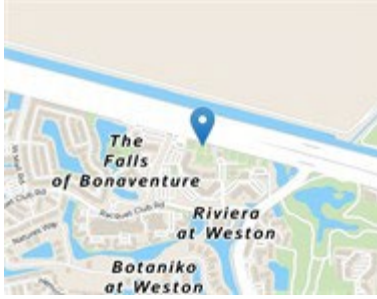

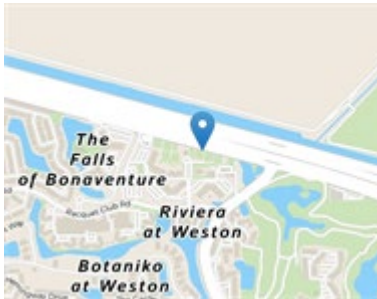

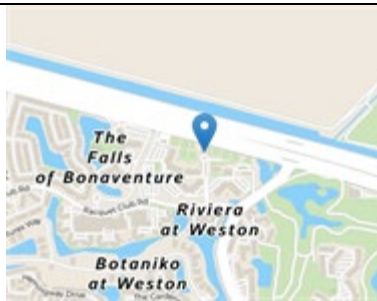
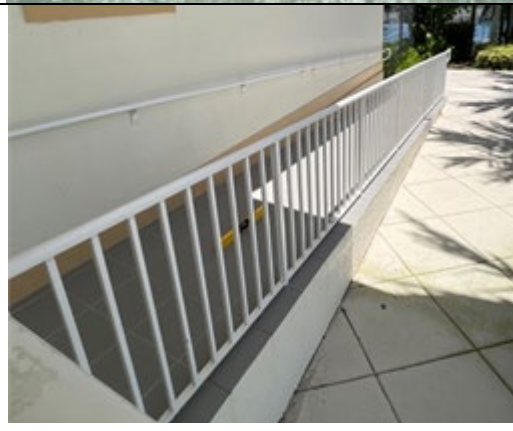


<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	




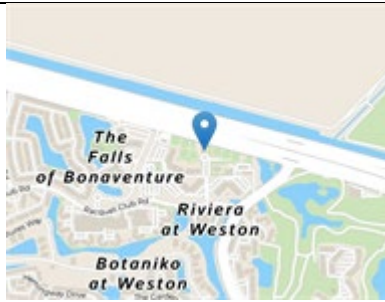

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

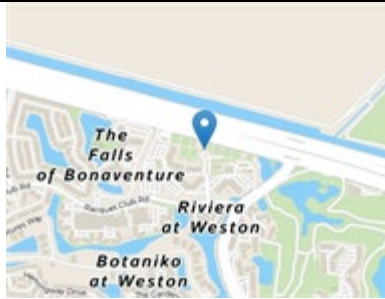

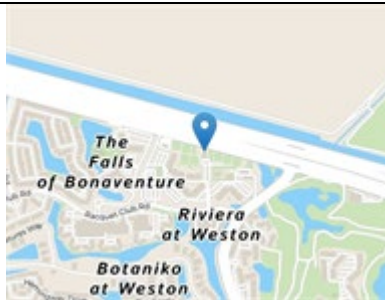

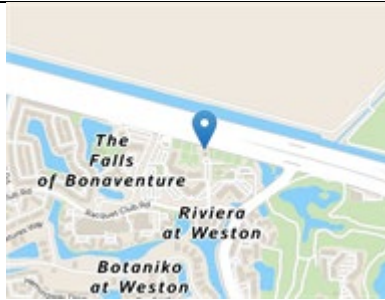

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.







The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.







## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

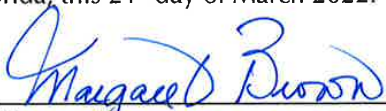
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

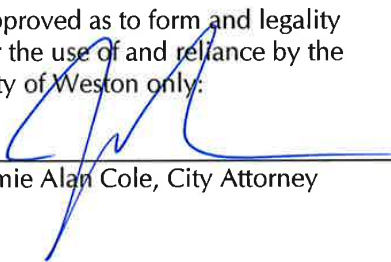
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**







AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Print Name

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY







## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:







## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center (“Center”) to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR’S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY’S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.







5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.







- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.







## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.







- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.







- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.







- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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**SECTION 8 – SPECIAL CONDITIONS**

None.

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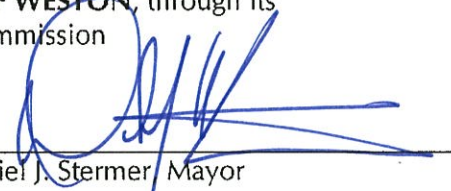




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

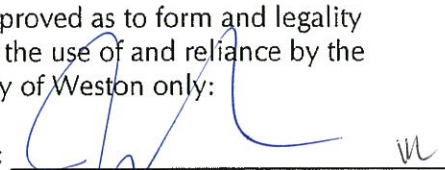
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name







**Exhibit A**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No., Ext):</b> 903-593-6468 <b>FAX (A/C No.):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.







**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

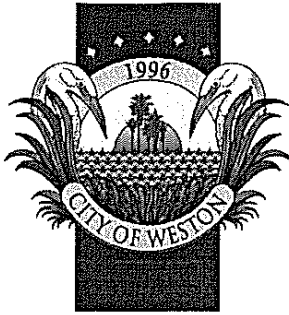
### WESTON TENNIS CENTER FEE SCHEDULE

<u>Type of Membership</u>	<u>Initiation</u>	<u>Monthly Dues</u>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<u>Lessons</u>	<u>One Hour</u>	<u>Half Hour</u>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911







**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-RCS-07-2015







Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.



THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Handwritten Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or







**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.







**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8



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APPENDIX A - LEASE AGREEMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE ("Lease")** dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

FTL:754504:8







(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the





Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.







- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.





(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.





C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy





of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.





(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises





at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior





Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,







and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant’s interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any





federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).





(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:





(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.







IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

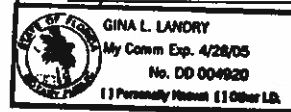
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8







# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and



WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:







(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this







Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its  
City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by  
Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)







**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

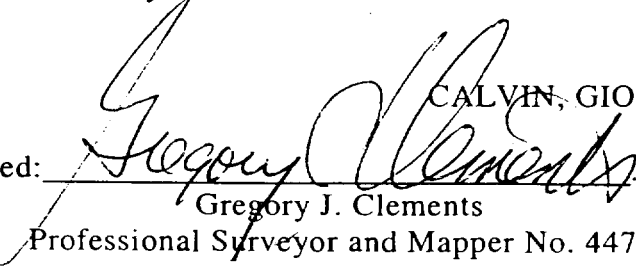
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida







# Heron Park

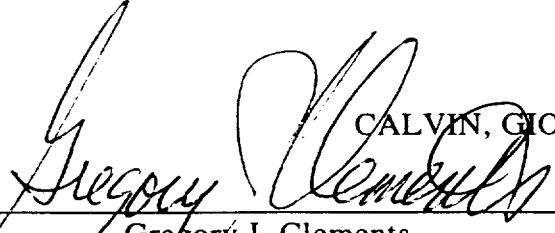
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



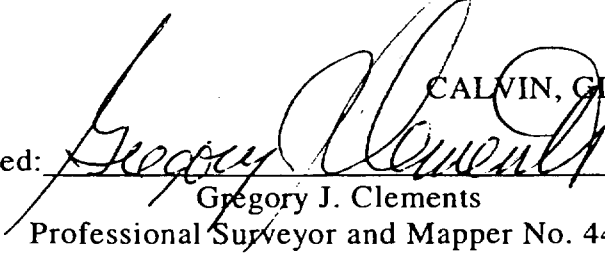
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

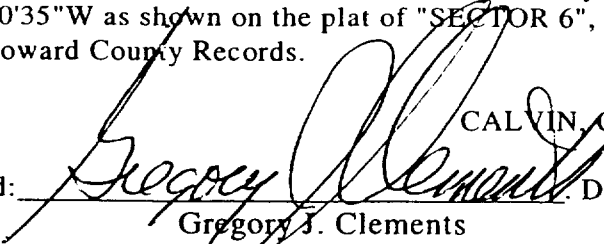
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



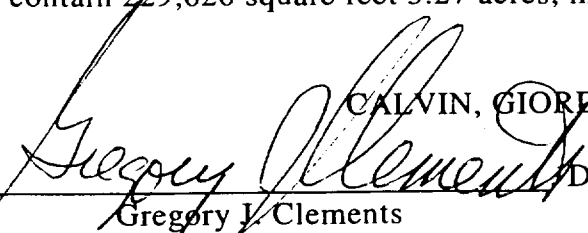
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida







# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

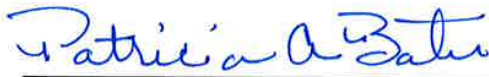
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

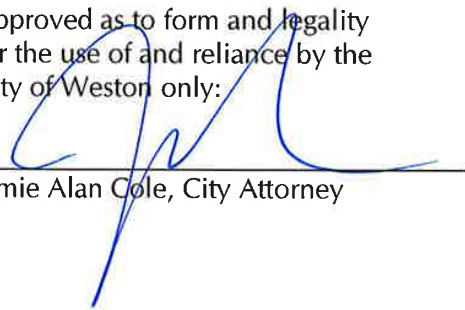
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and







WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of  $\frac{3}{4}$ " to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches  $1\frac{1}{4}$ " and the grass height shall not exceed  $1\frac{1}{2}$ ". The Bermuda grass shall be cut often enough such that no more than  $\frac{1}{3}$  of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.







CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.







Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.





**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A1

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.







**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form







**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

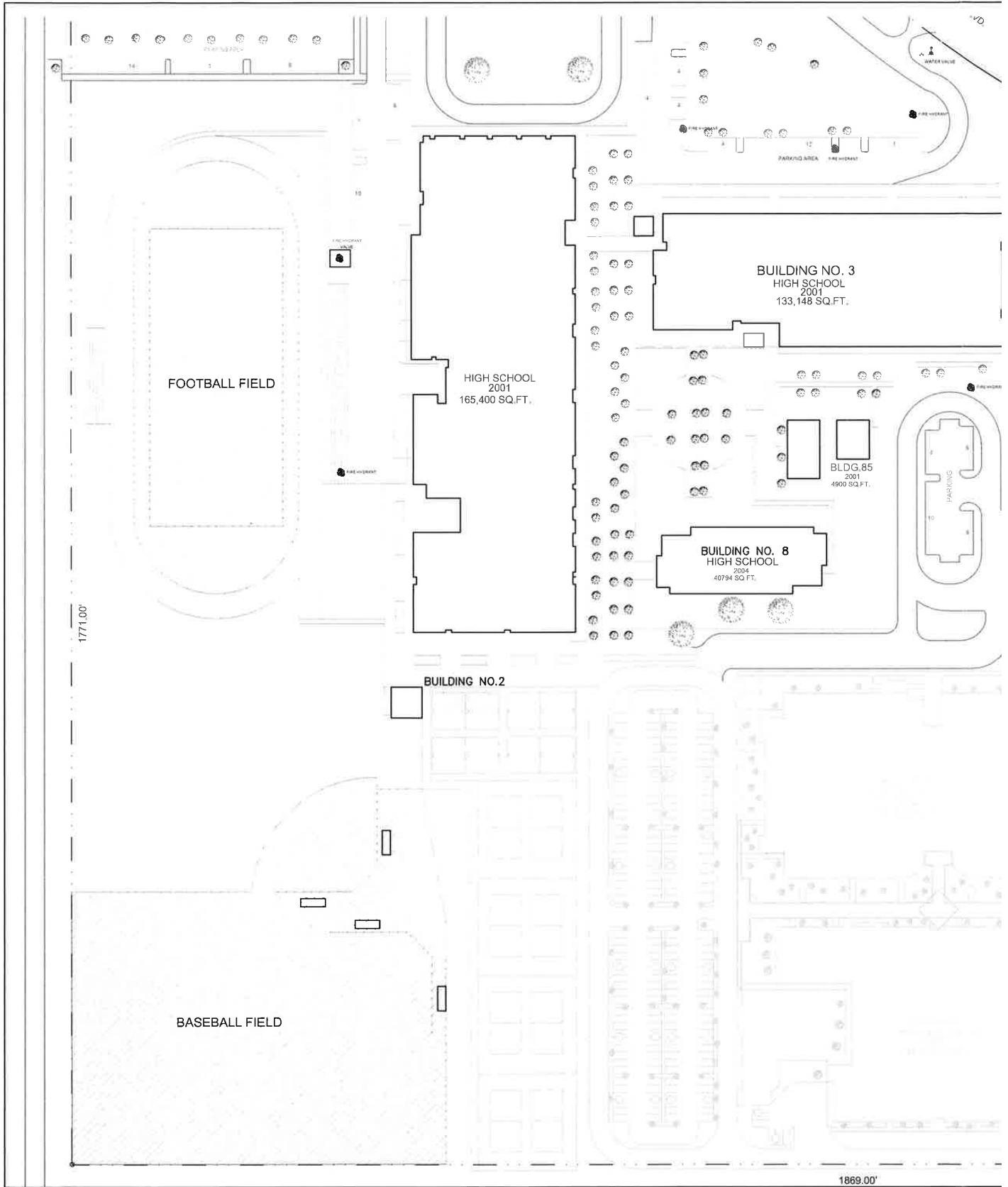
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

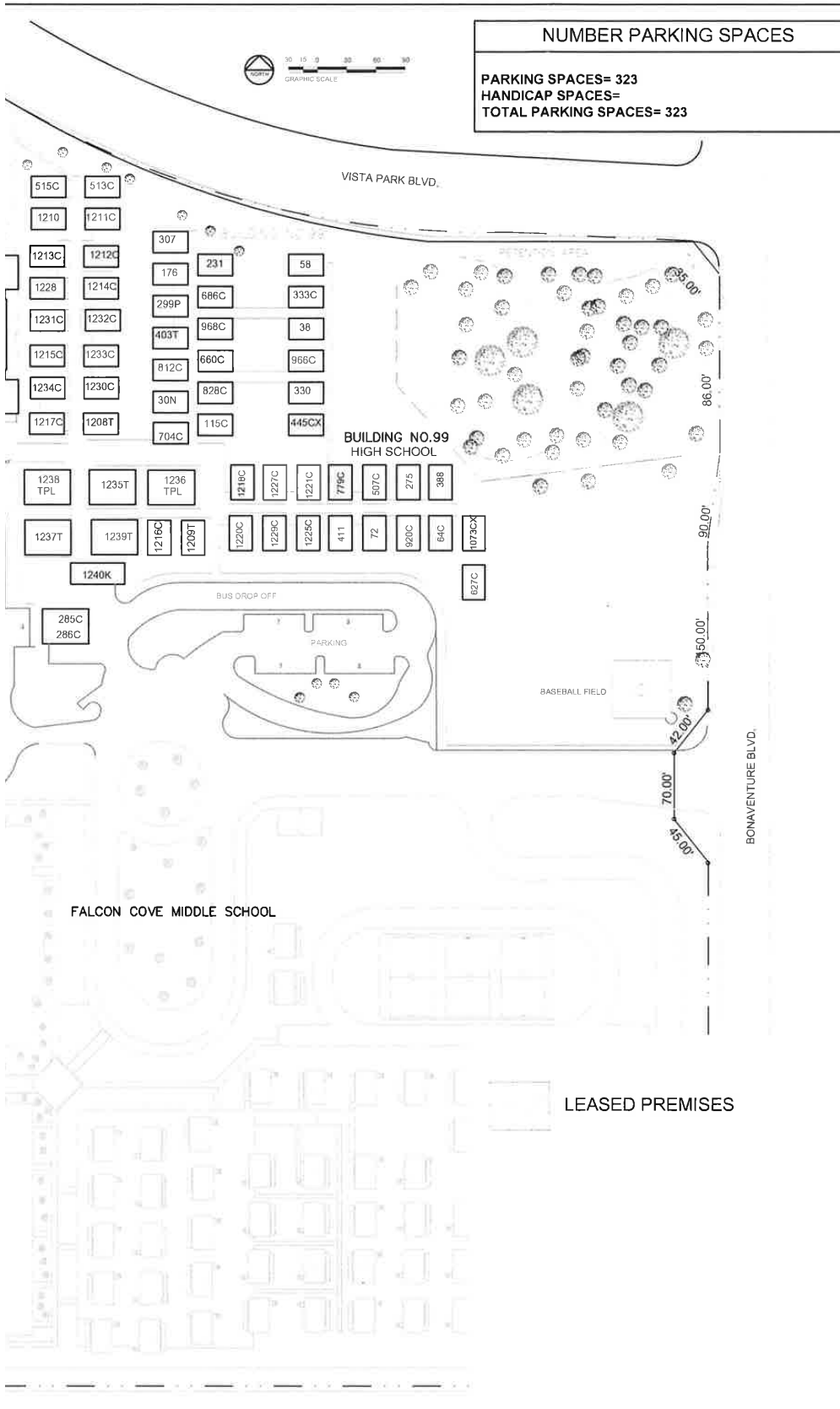
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M. A. B.	10/11/07 - 10/11/07
2	10/11/07	M. A. B.	10/11/07 - 10/11/07
3	10/11/07	M. A. B.	10/11/07 - 10/11/07
4	10/11/07	M. A. B.	10/11/07 - 10/11/07
5	10/11/07	M. A. B.	10/11/07 - 10/11/07
6	10/11/07	M. A. B.	10/11/07 - 10/11/07
7	10/11/07	M. A. B.	10/11/07 - 10/11/07
8	10/11/07	M. A. B.	10/11/07 - 10/11/07
9	10/11/07	M. A. B.	10/11/07 - 10/11/07
10	10/11/07	M. A. B.	10/11/07 - 10/11/07

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve

Disapprove

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22







# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics

# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

**THE CITY OF WESTON**

**PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY**

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston**

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.



# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

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A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

# Living in Weston

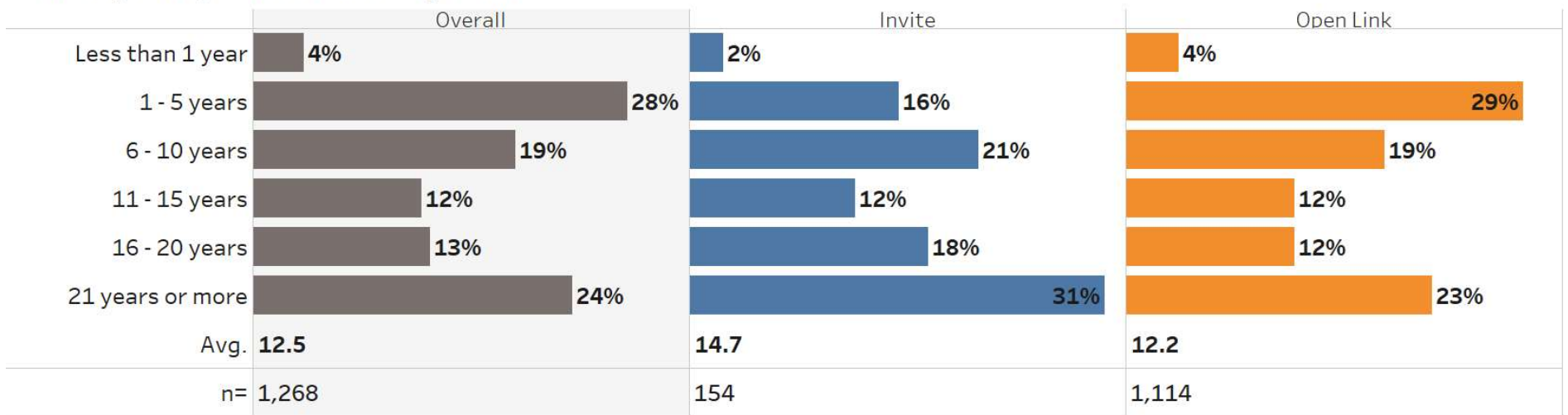




# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



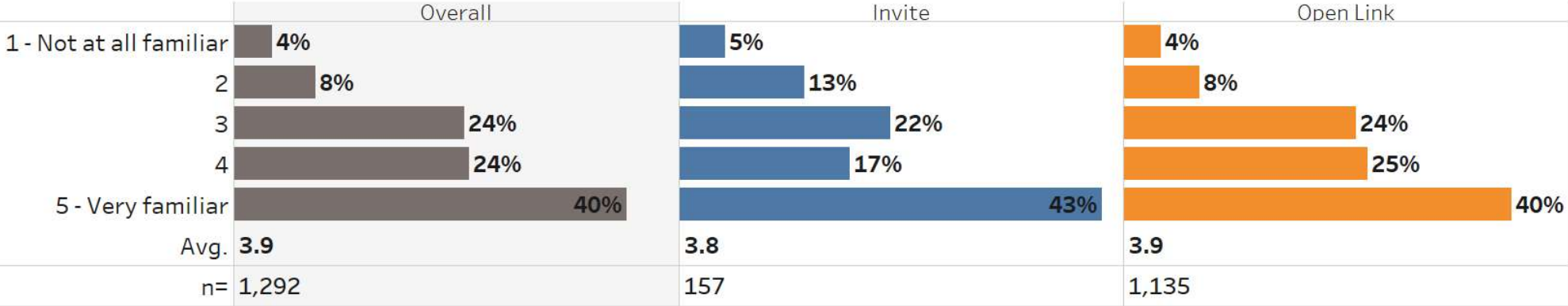
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

# Current Usage

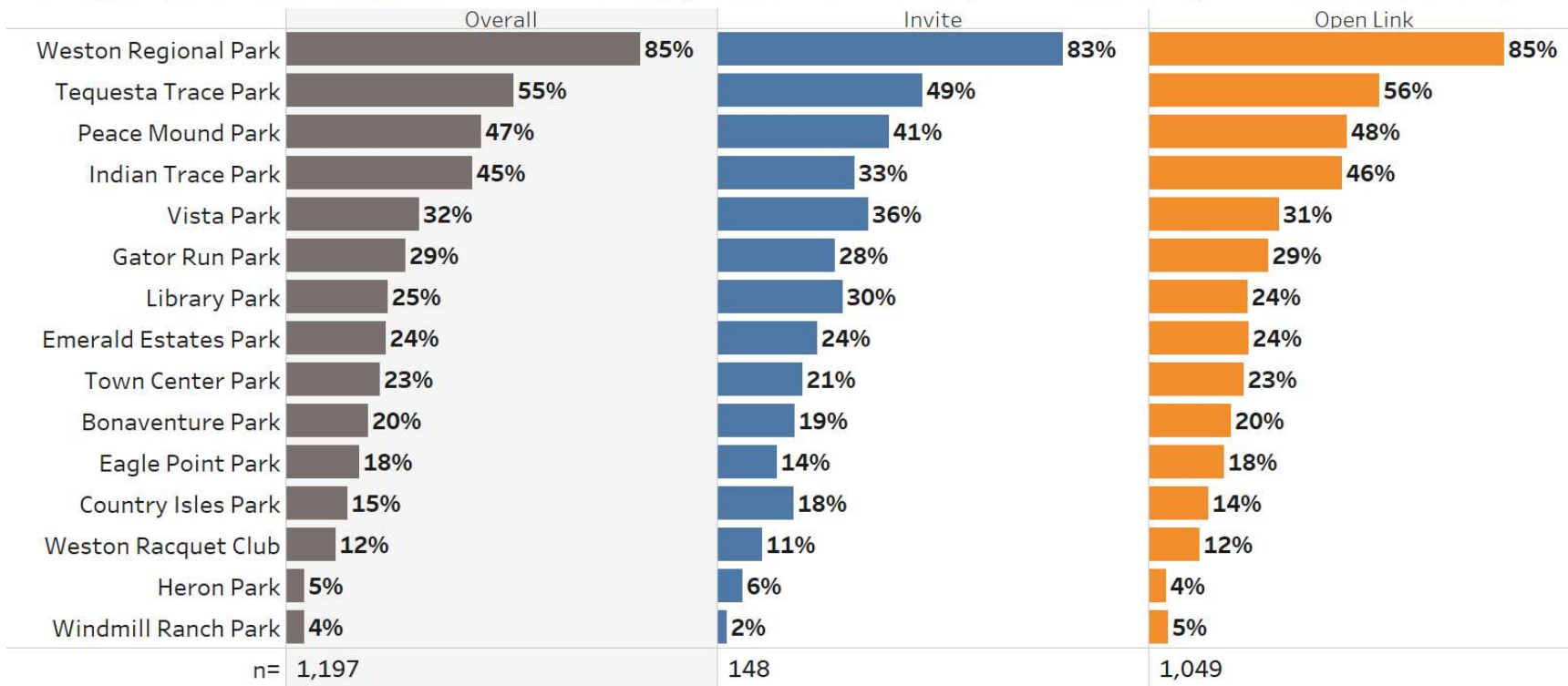




# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

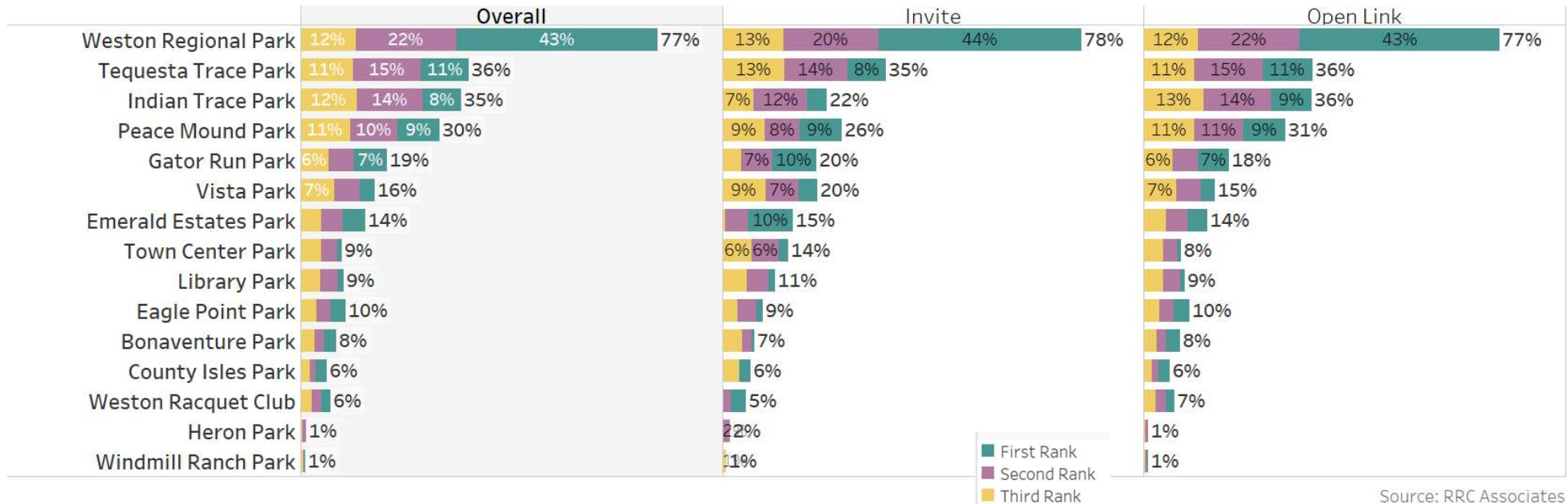


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

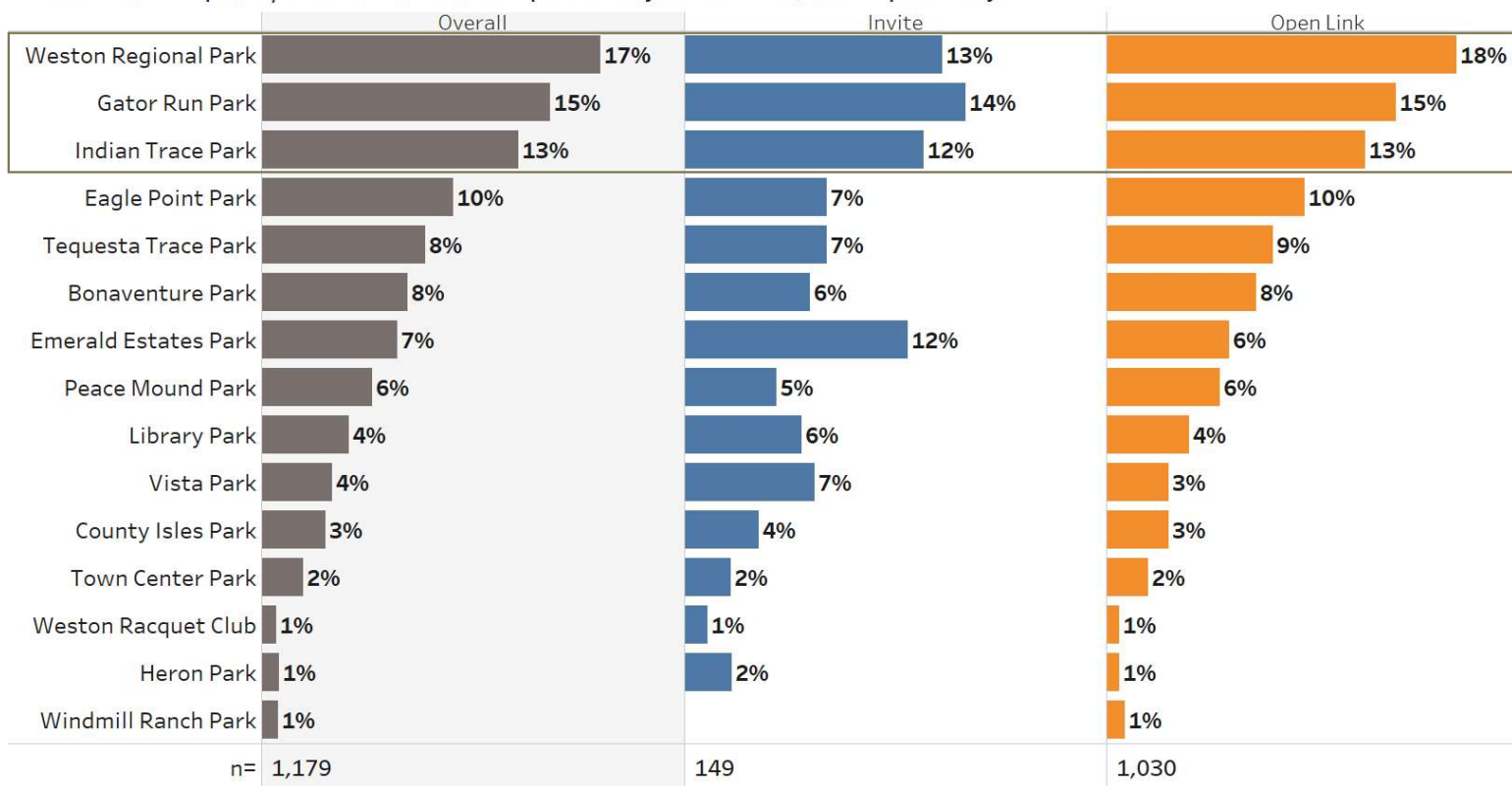


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

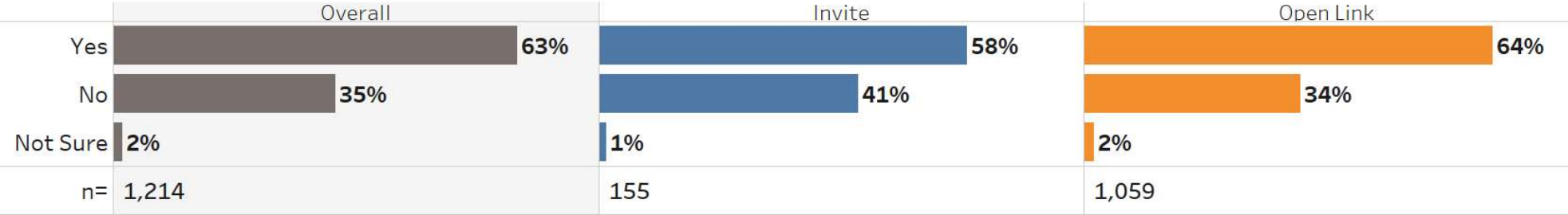


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?

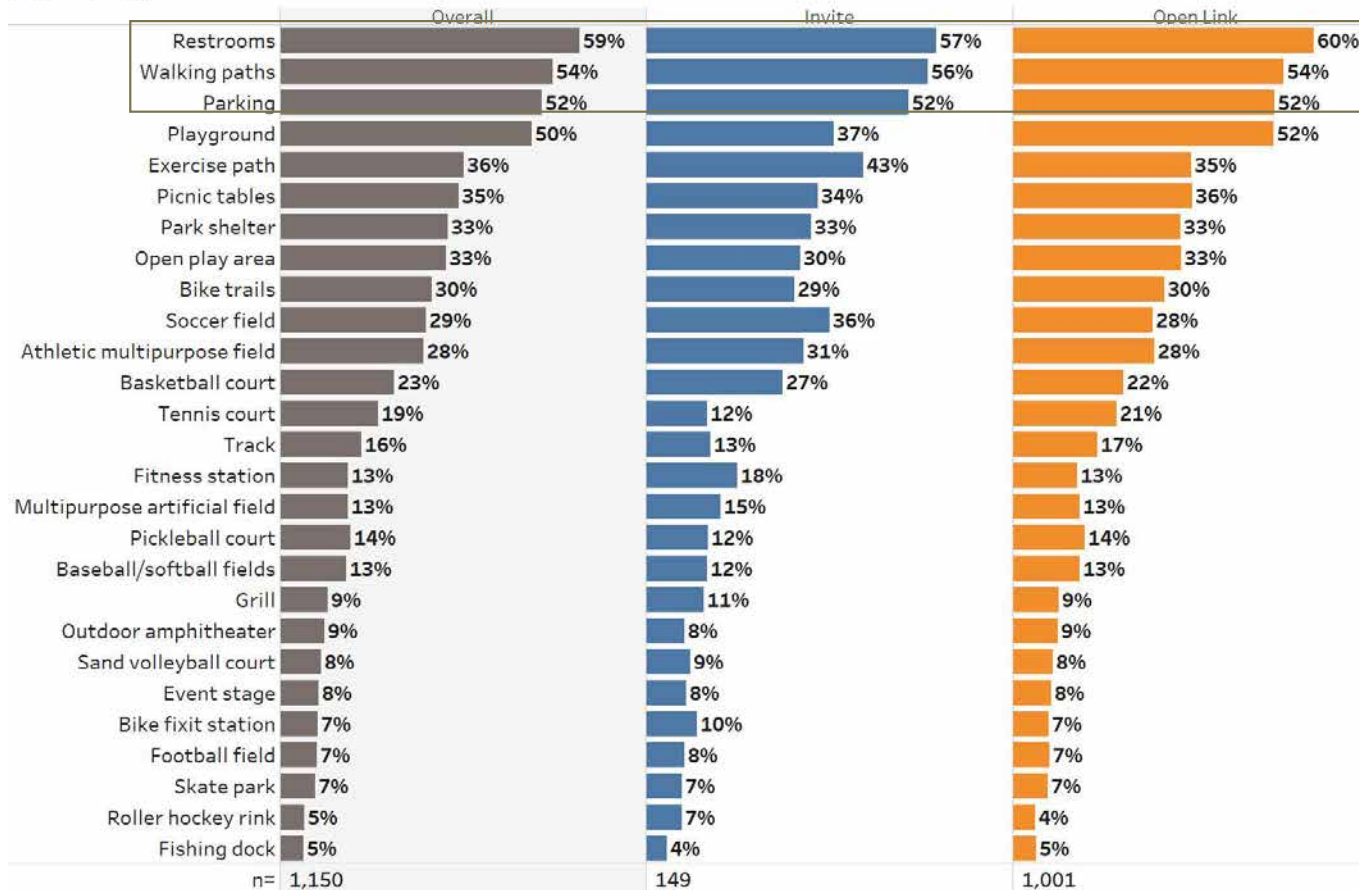


Source: RRC Associates



# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



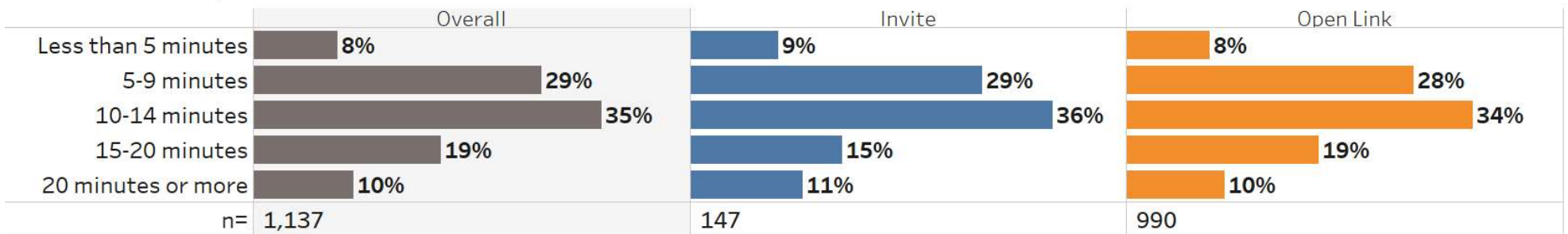
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

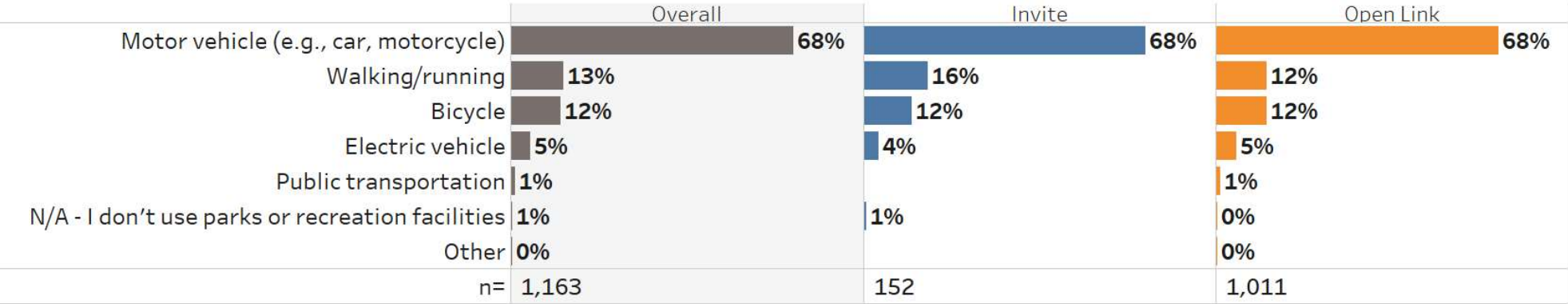
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

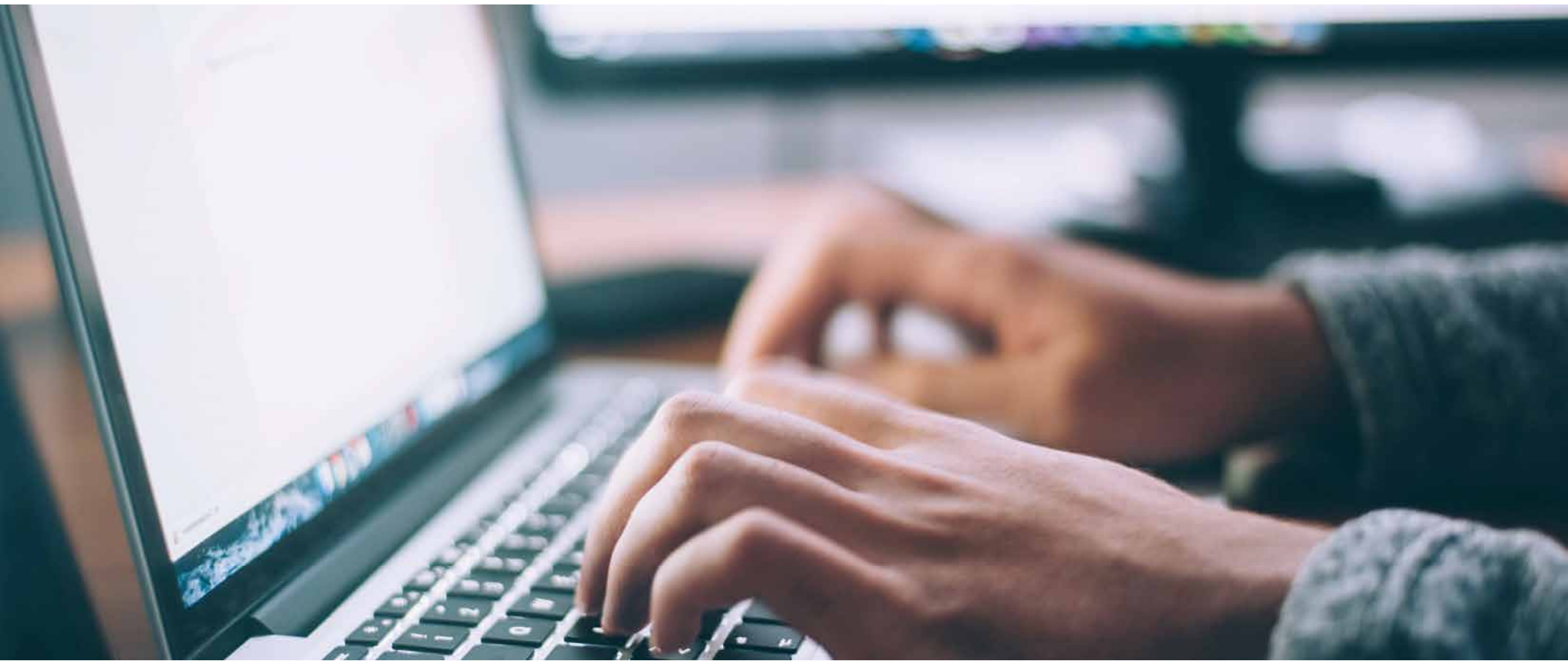
What is your preferred mode of transportation?



Source: RRC Associates



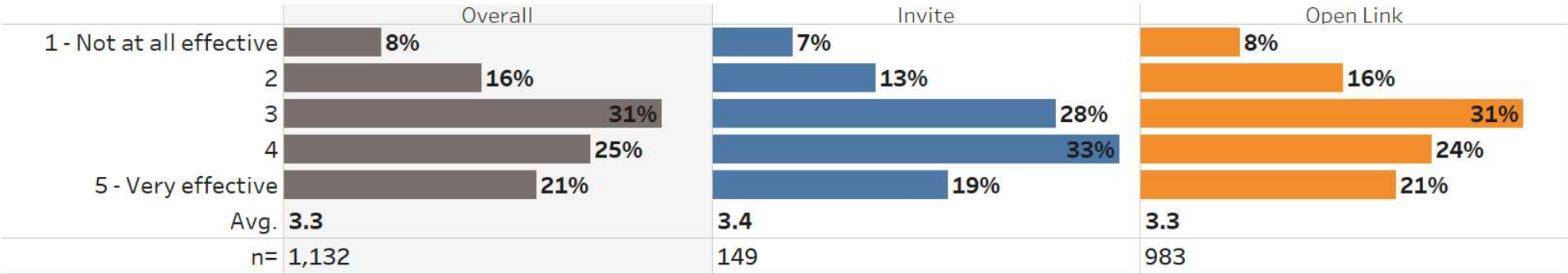
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

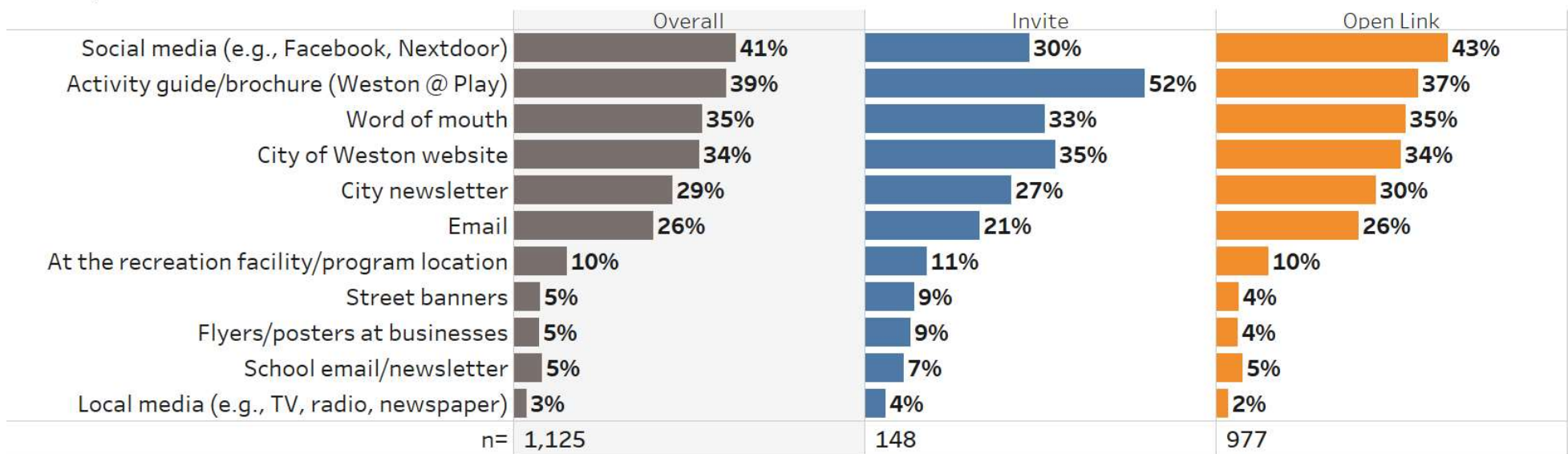


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

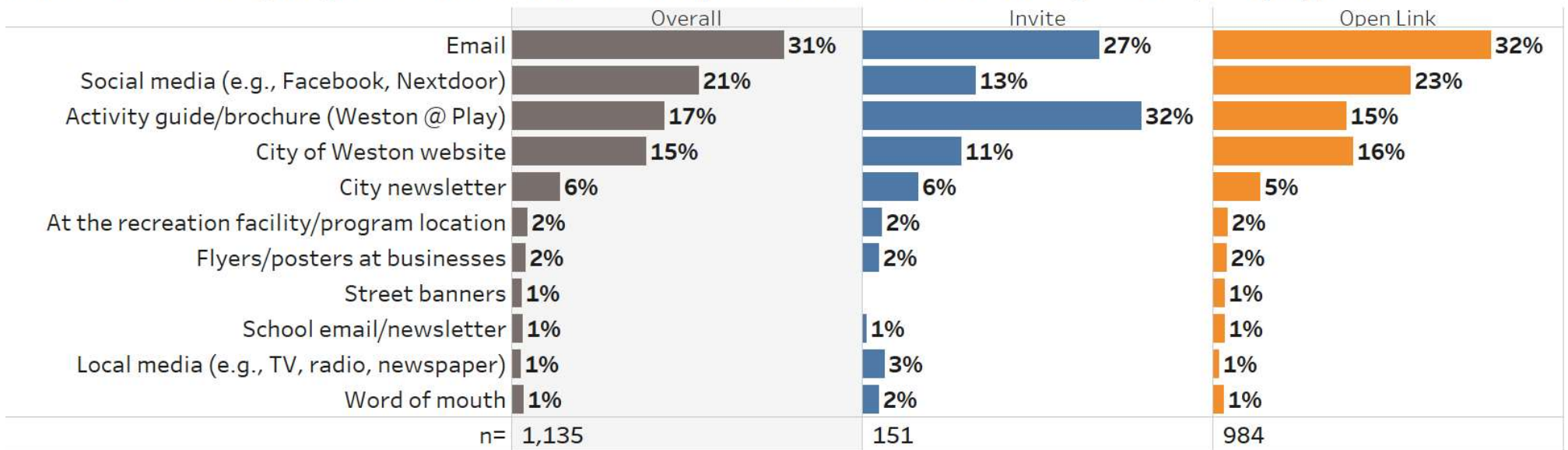


Source: RRC Associates

# Preferred Communication

The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

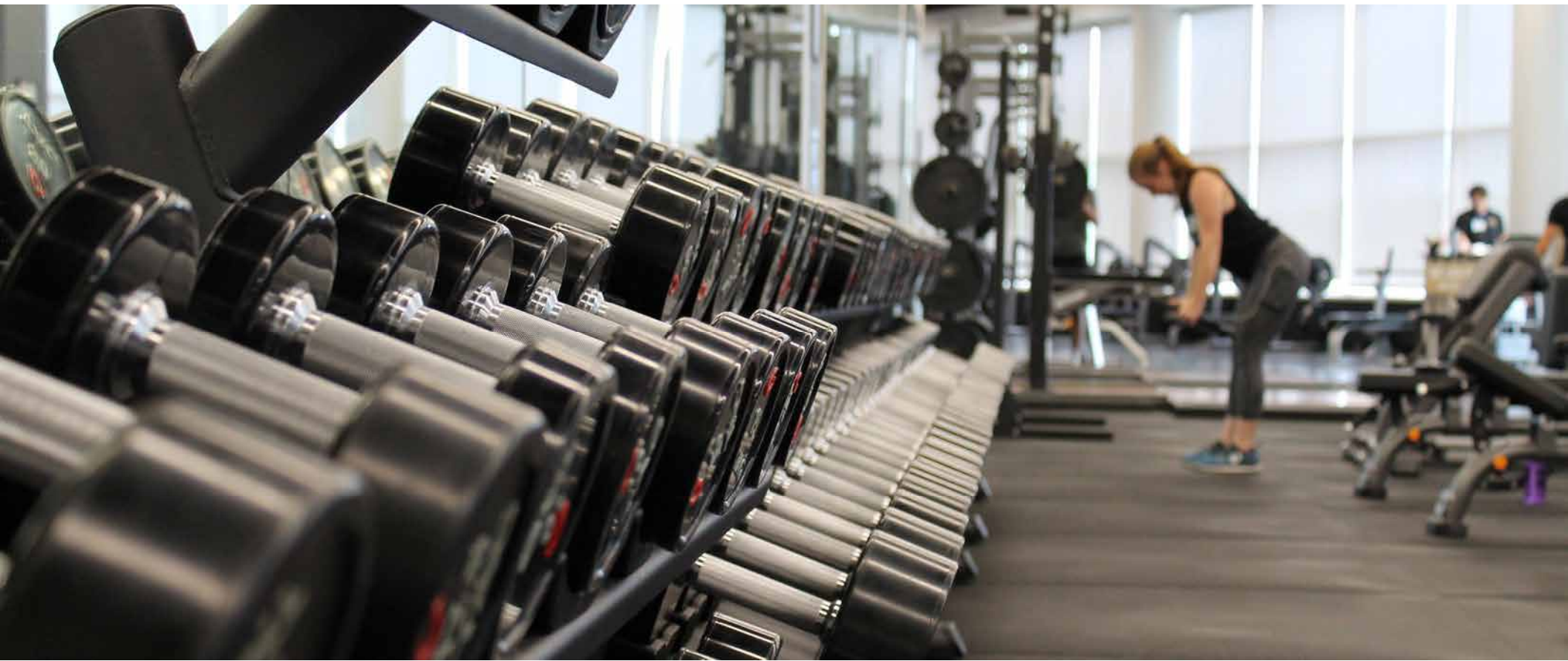
What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates



# Current Facilities and Services

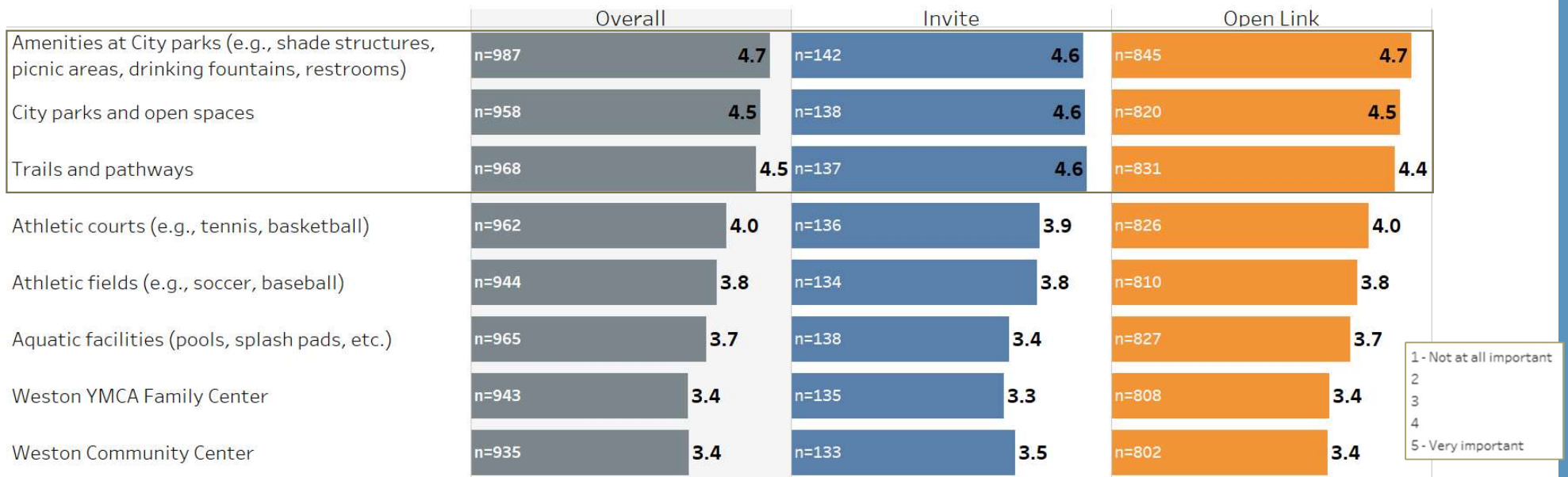


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

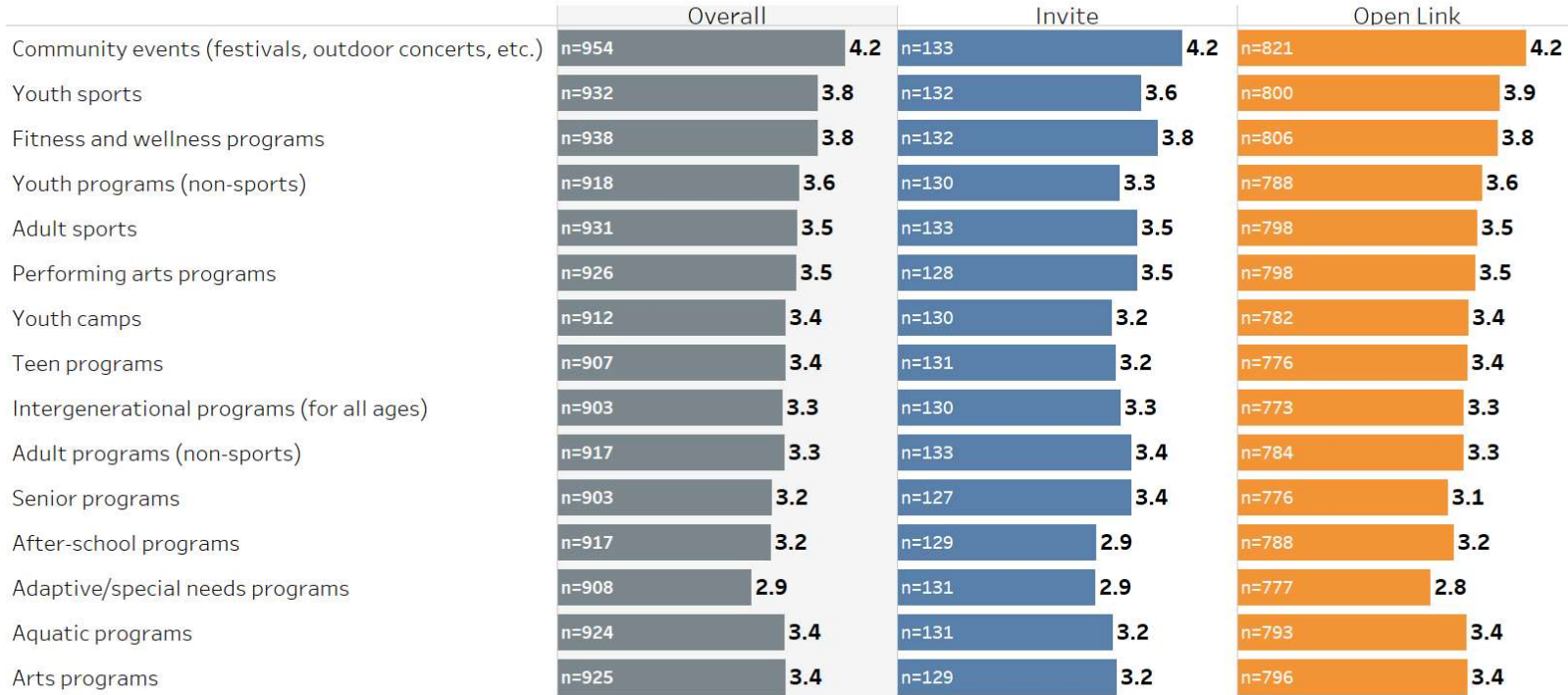


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

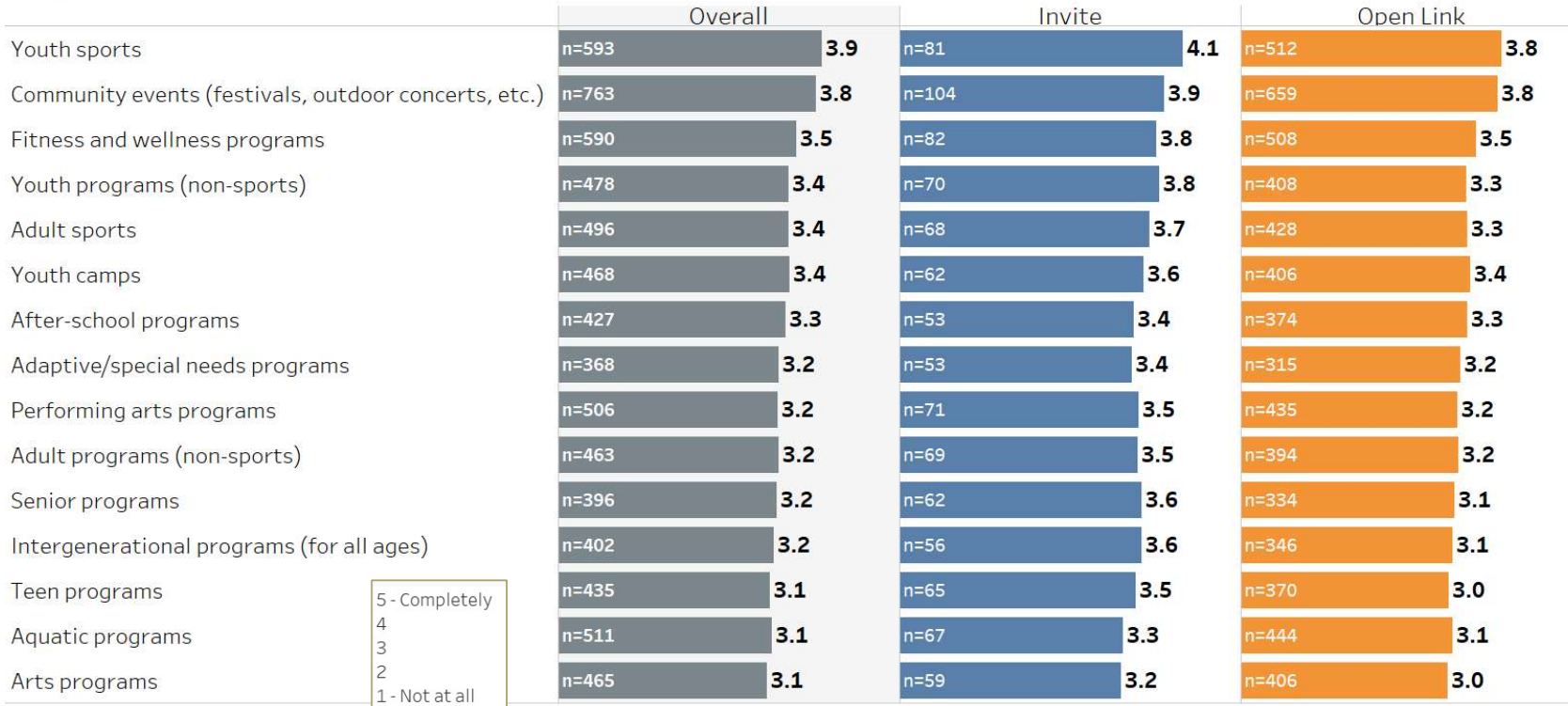


# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

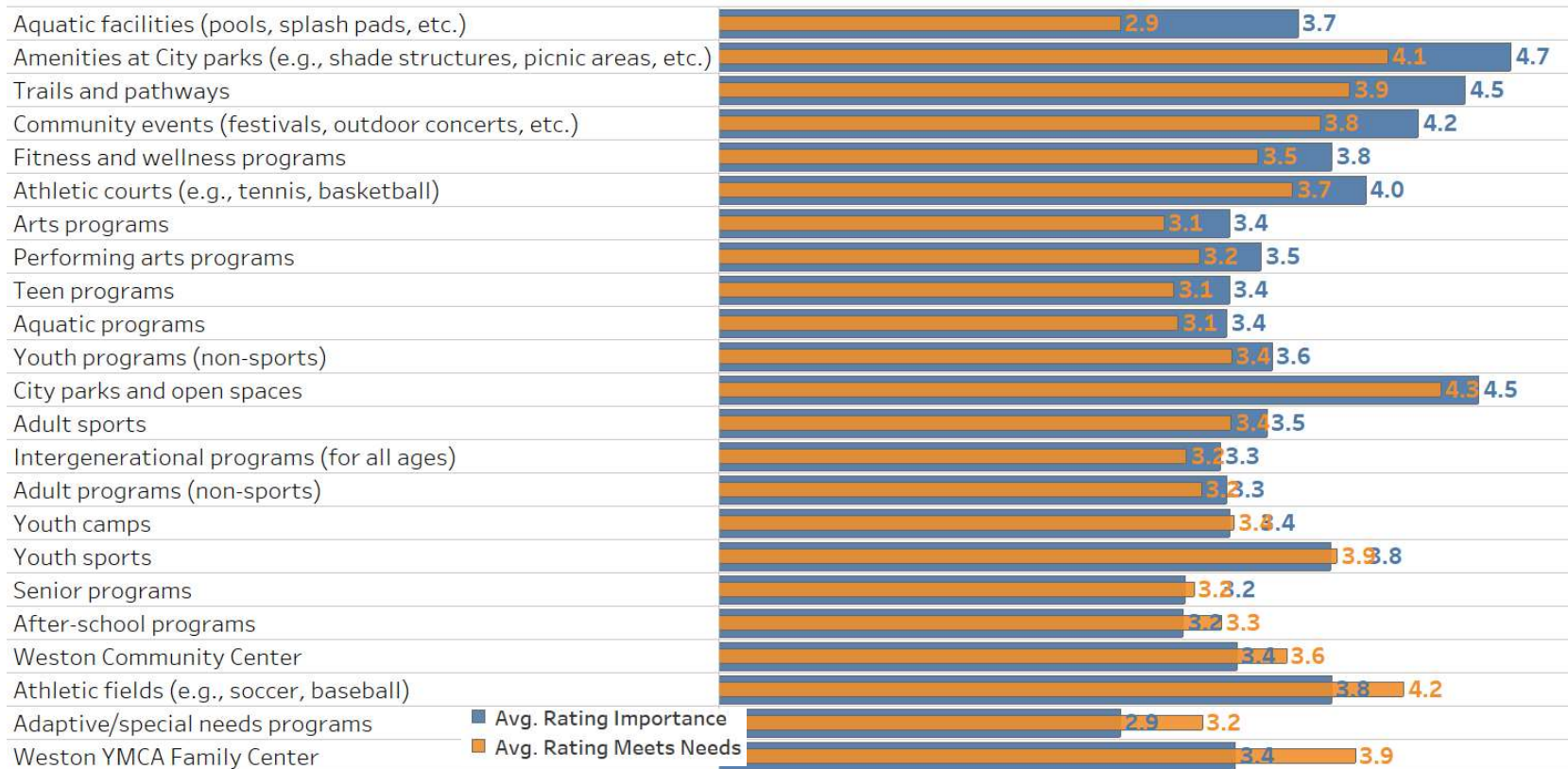
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction

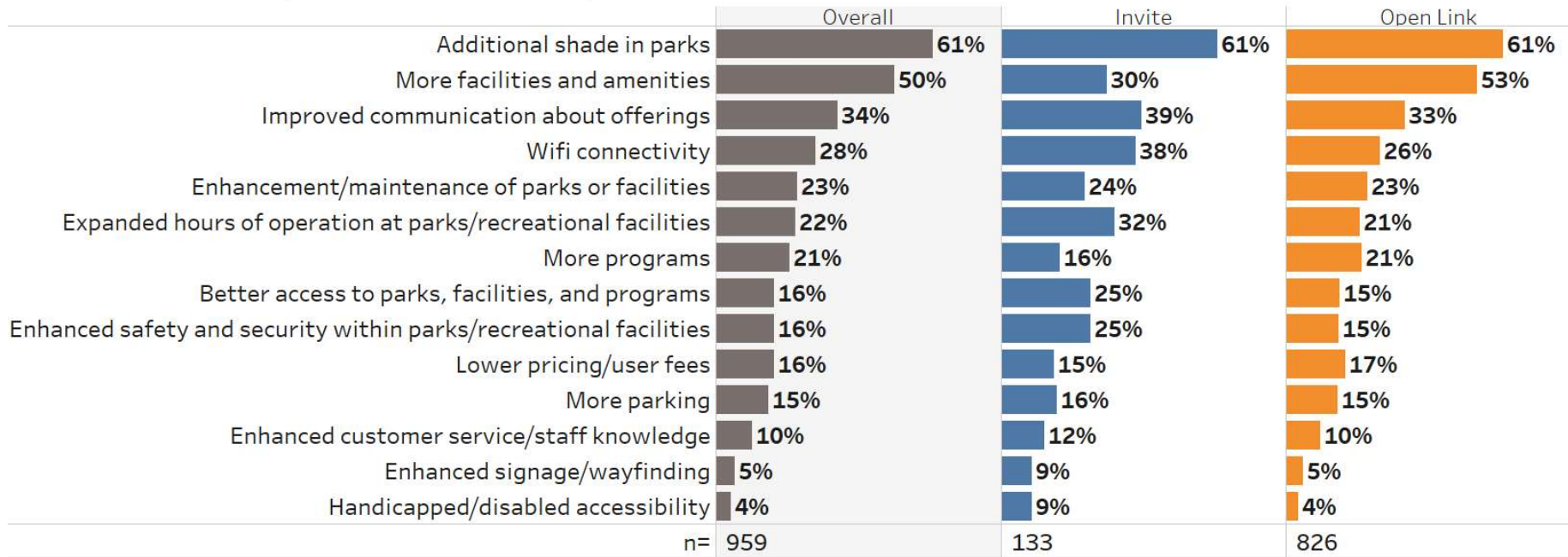


Categories sorted by difference between average importance and average rating.  
Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



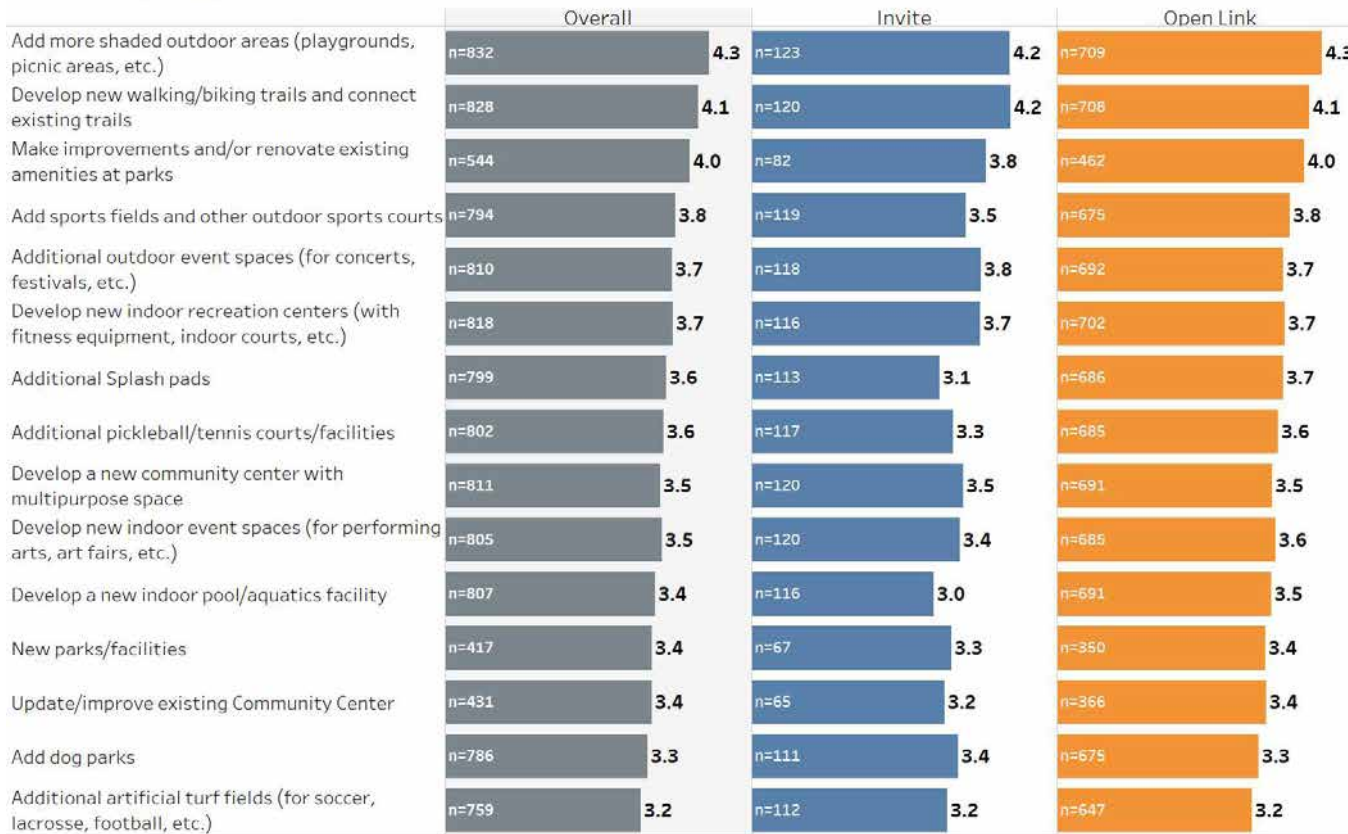
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates



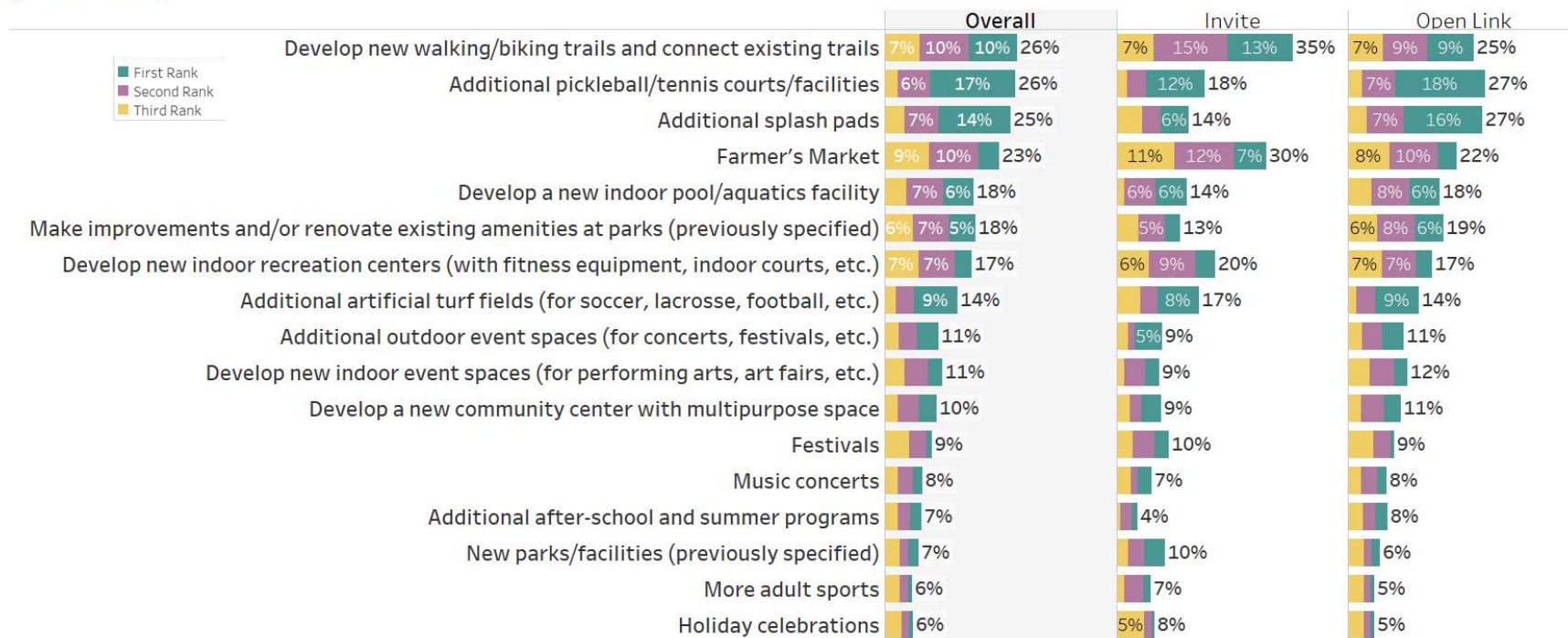
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



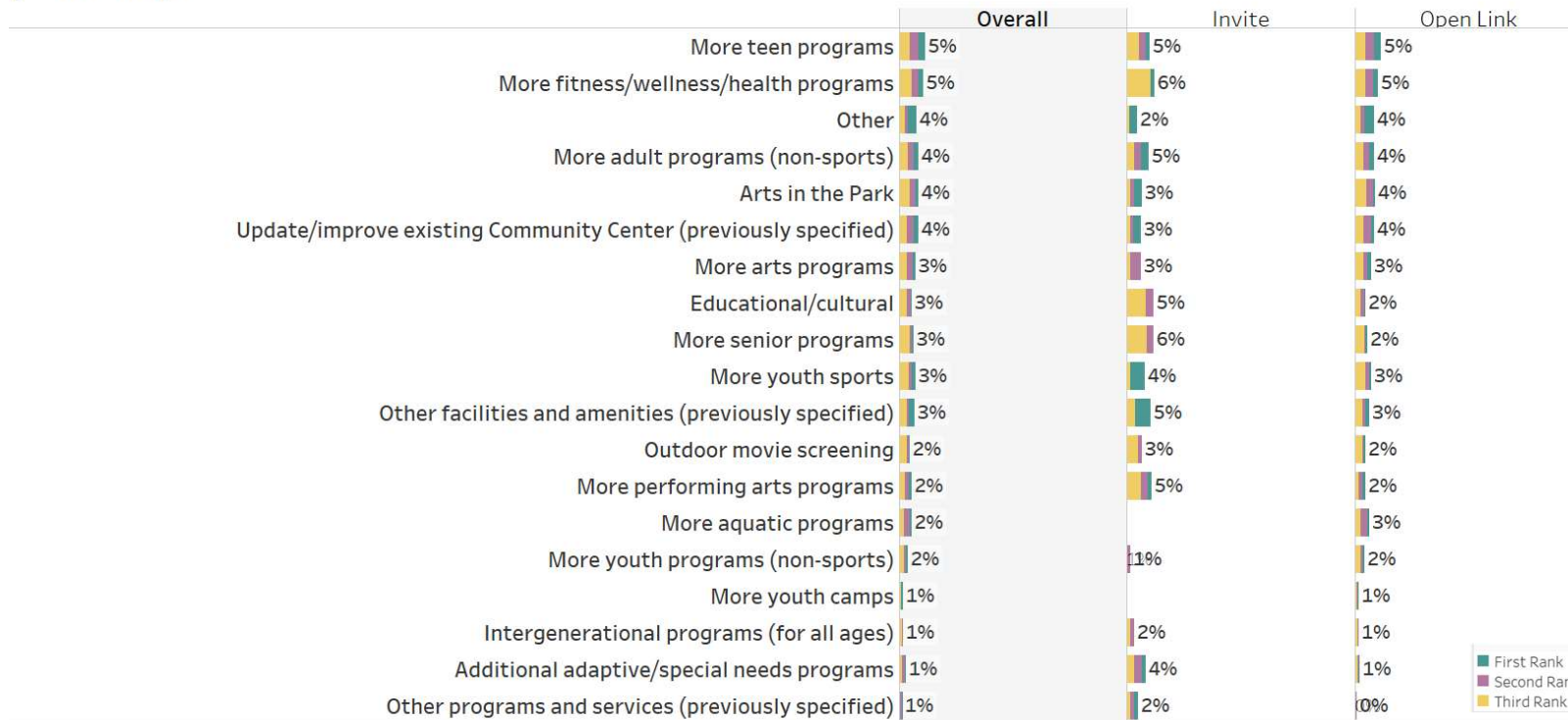
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

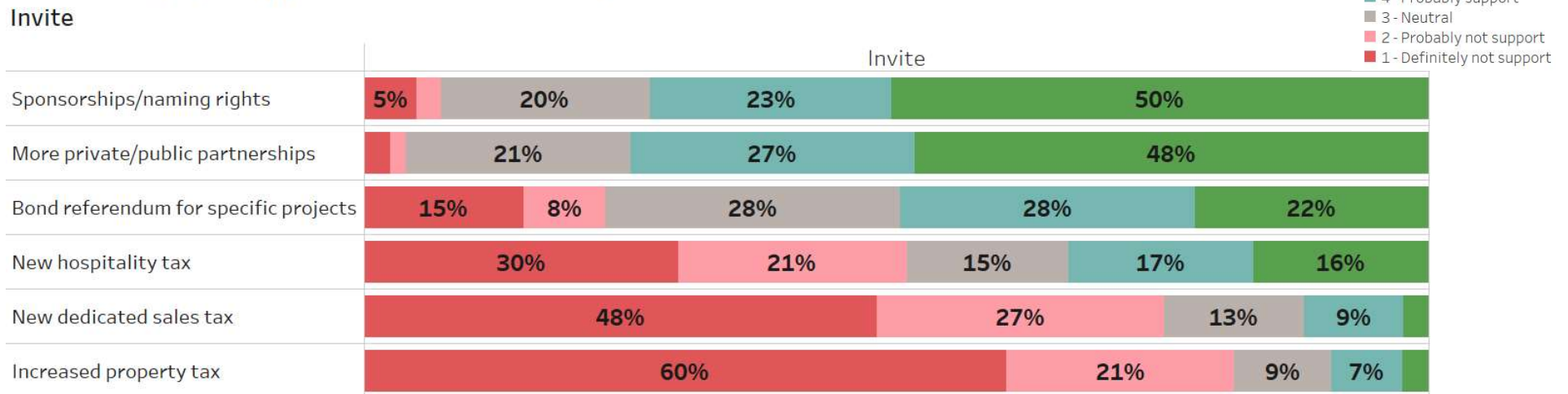
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates



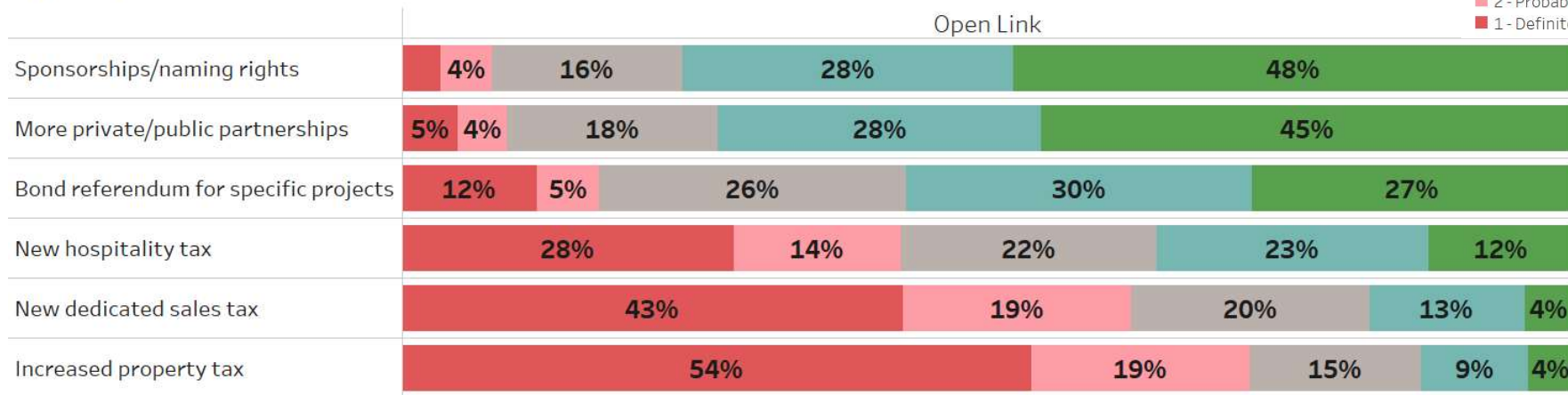
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

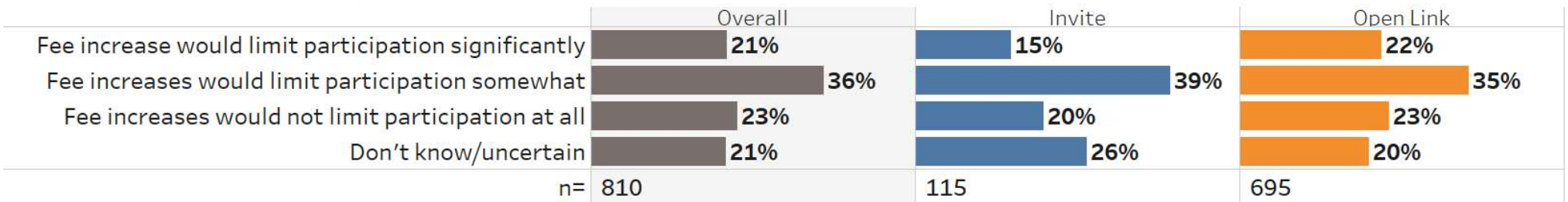


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

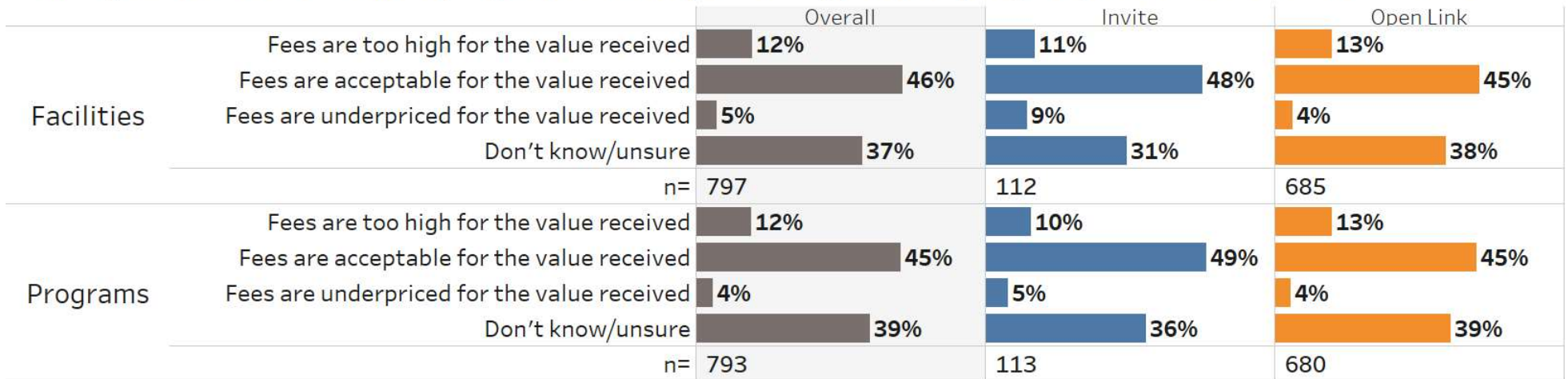


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

Tennis Courts	Dog Park	Shade	Soccer	Great Parks
				
<p>“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city</p> <p>“I would like to see more tennis courts.”</p>	<p>“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”</p> <p>“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”</p>	<p>“Shade at Bonaventure park.”</p> <p>“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”</p>	<p>“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”</p> <p>“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”</p>	<p>“We love living in Weston because of the great parks &amp; look forward to making them even better.”</p> <p>“Well maintained. Great parks overall.”</p> <p>“You guys do a great job!”</p>



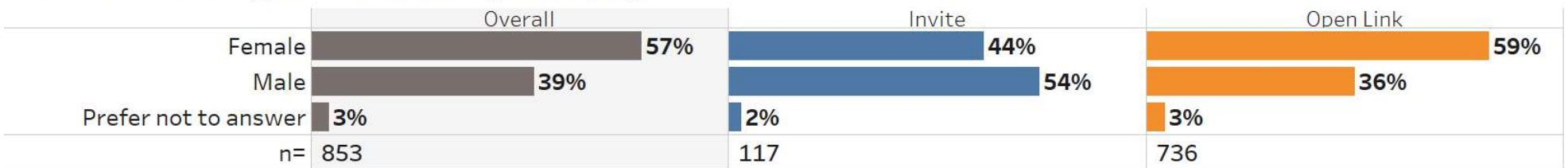
# Demographics



# Gender & Age

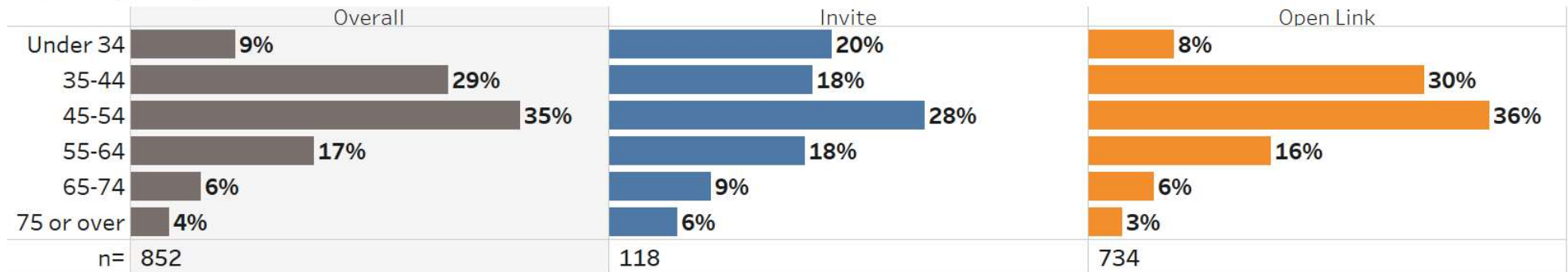
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

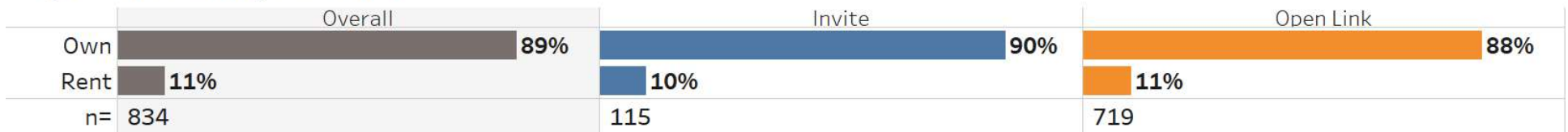
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

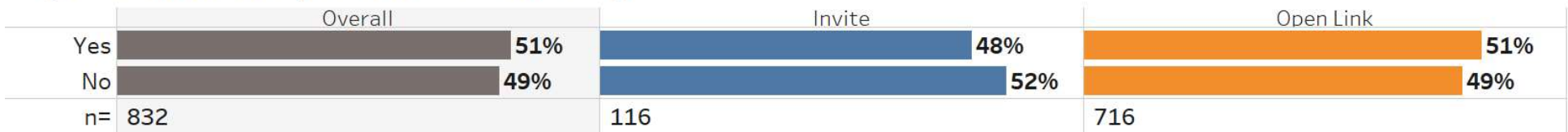
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?



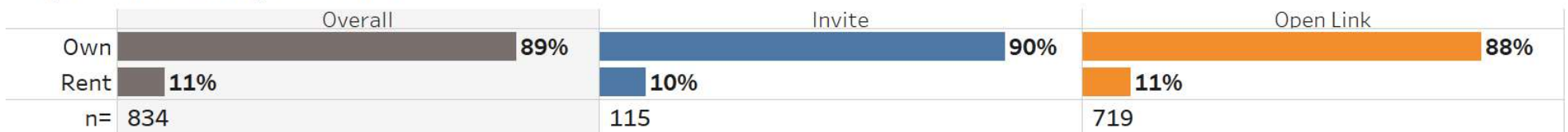
Source: RRC Associates



# Residence Ownership & ADA Needs

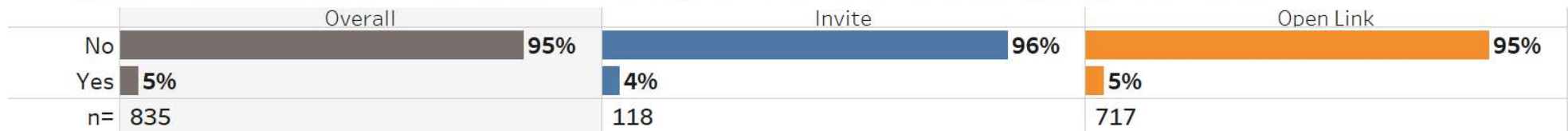
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

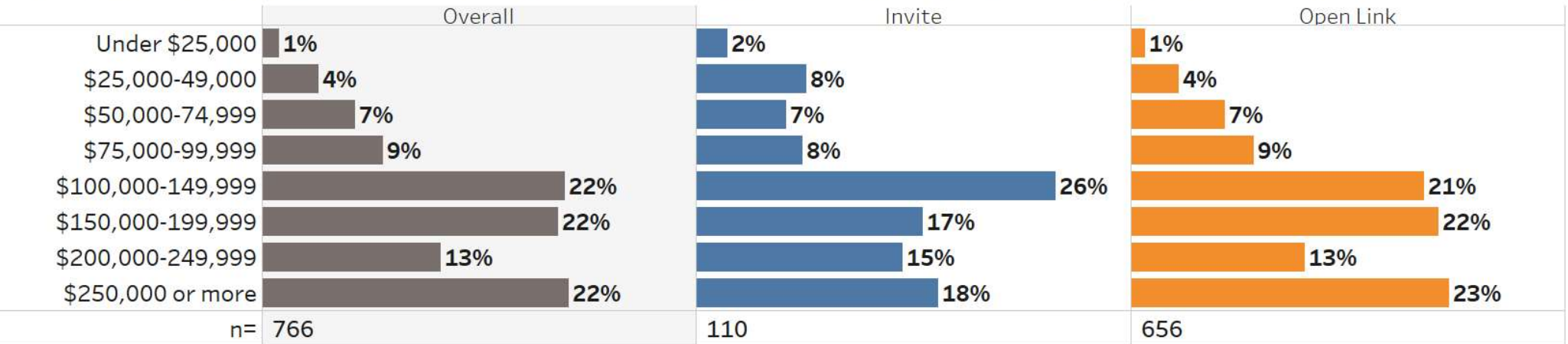
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303



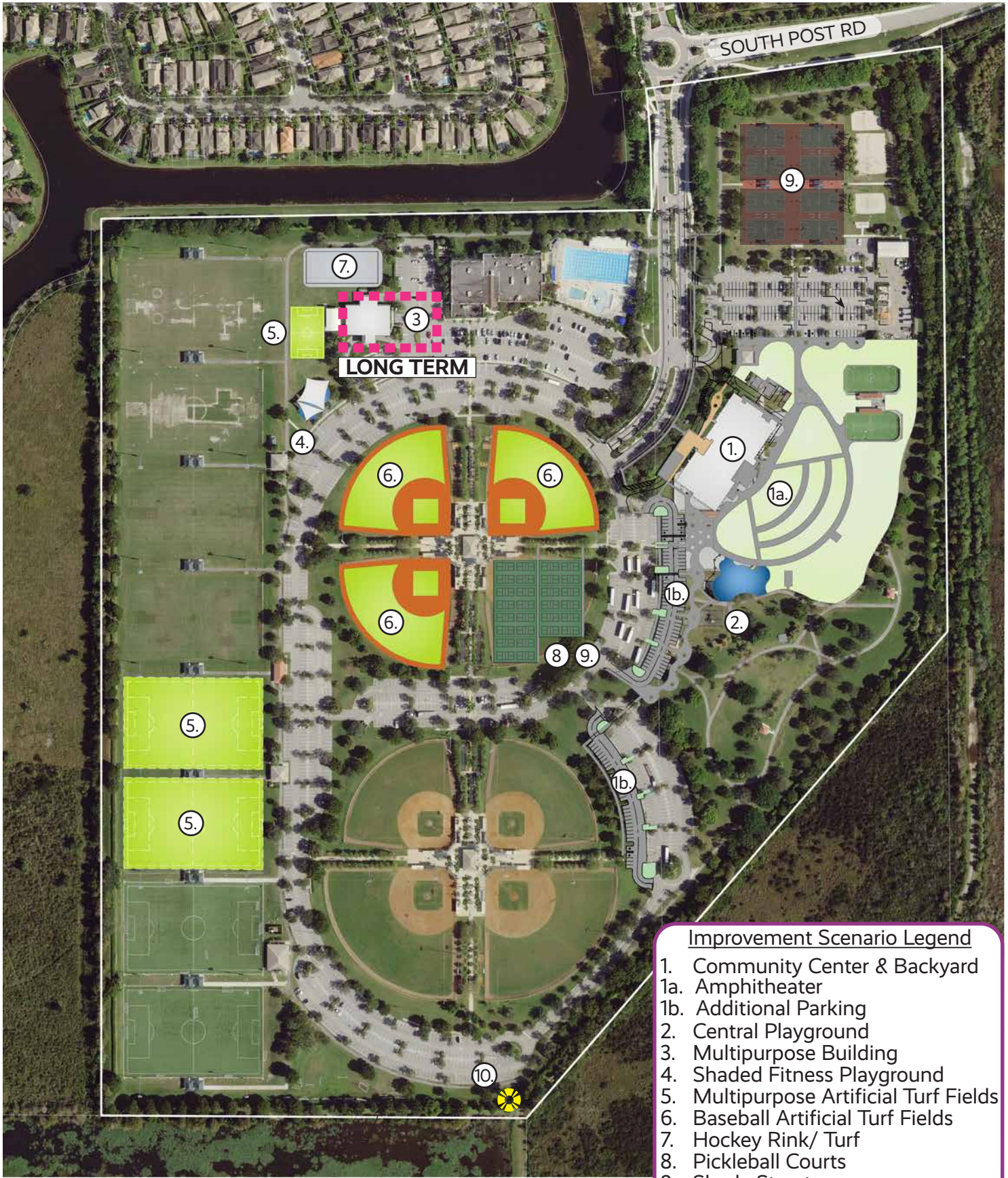
RRC



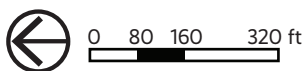




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:





# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
Denise Barrett-Miller	Director of Communications
Pam Solomon	Assistant Director of Communications

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Isabel Aguilar	Landscape Technician
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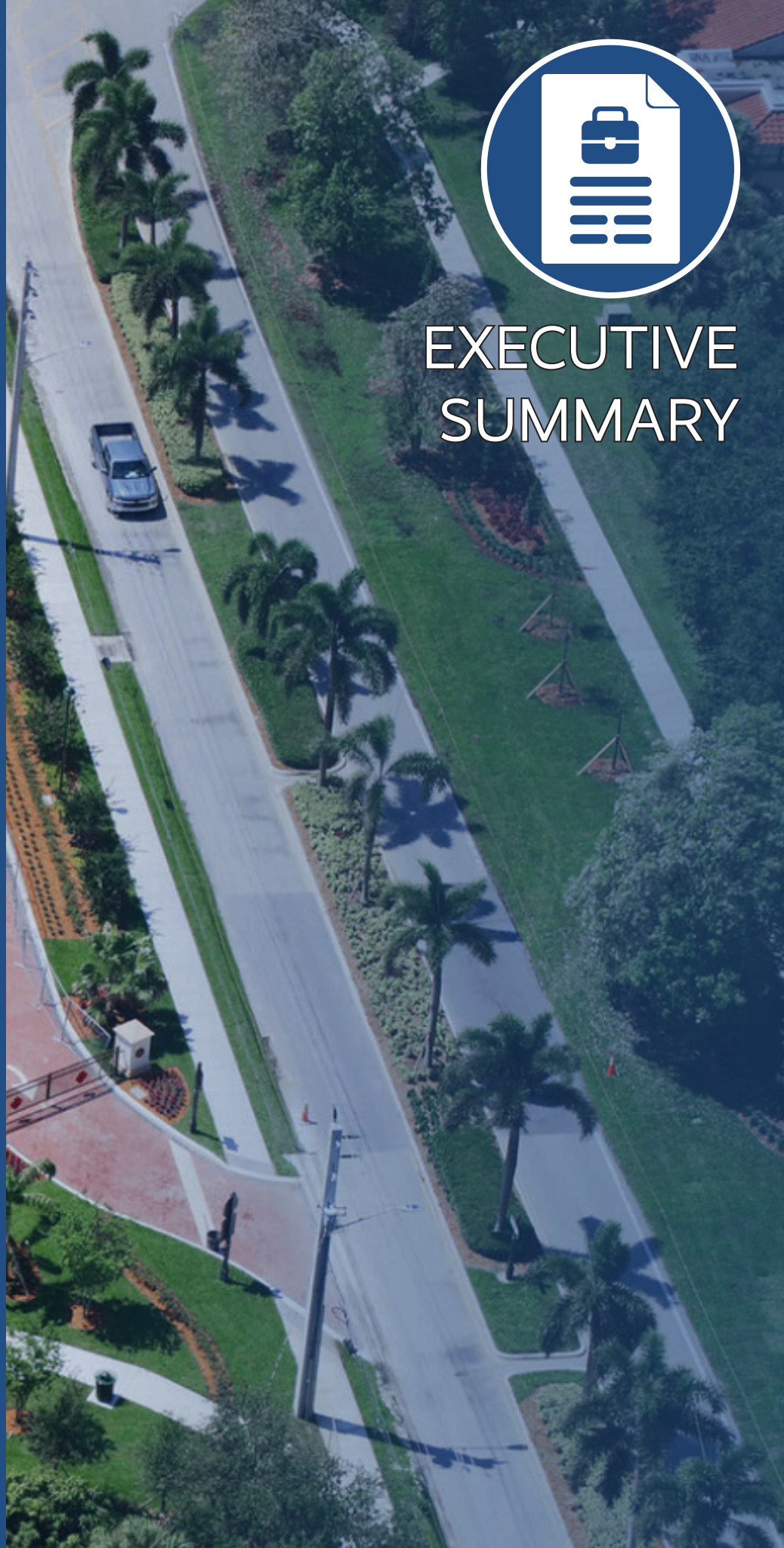
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







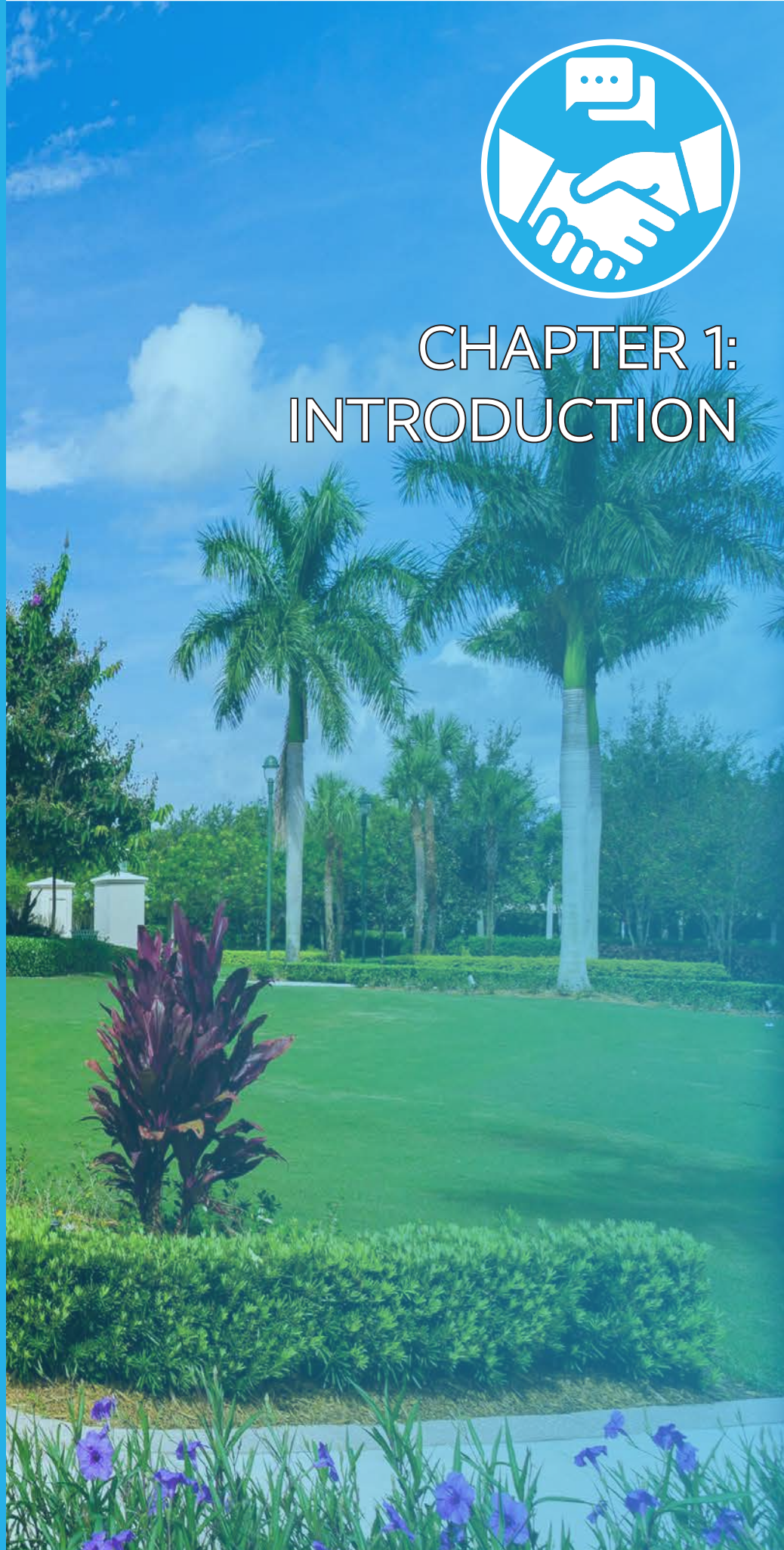
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

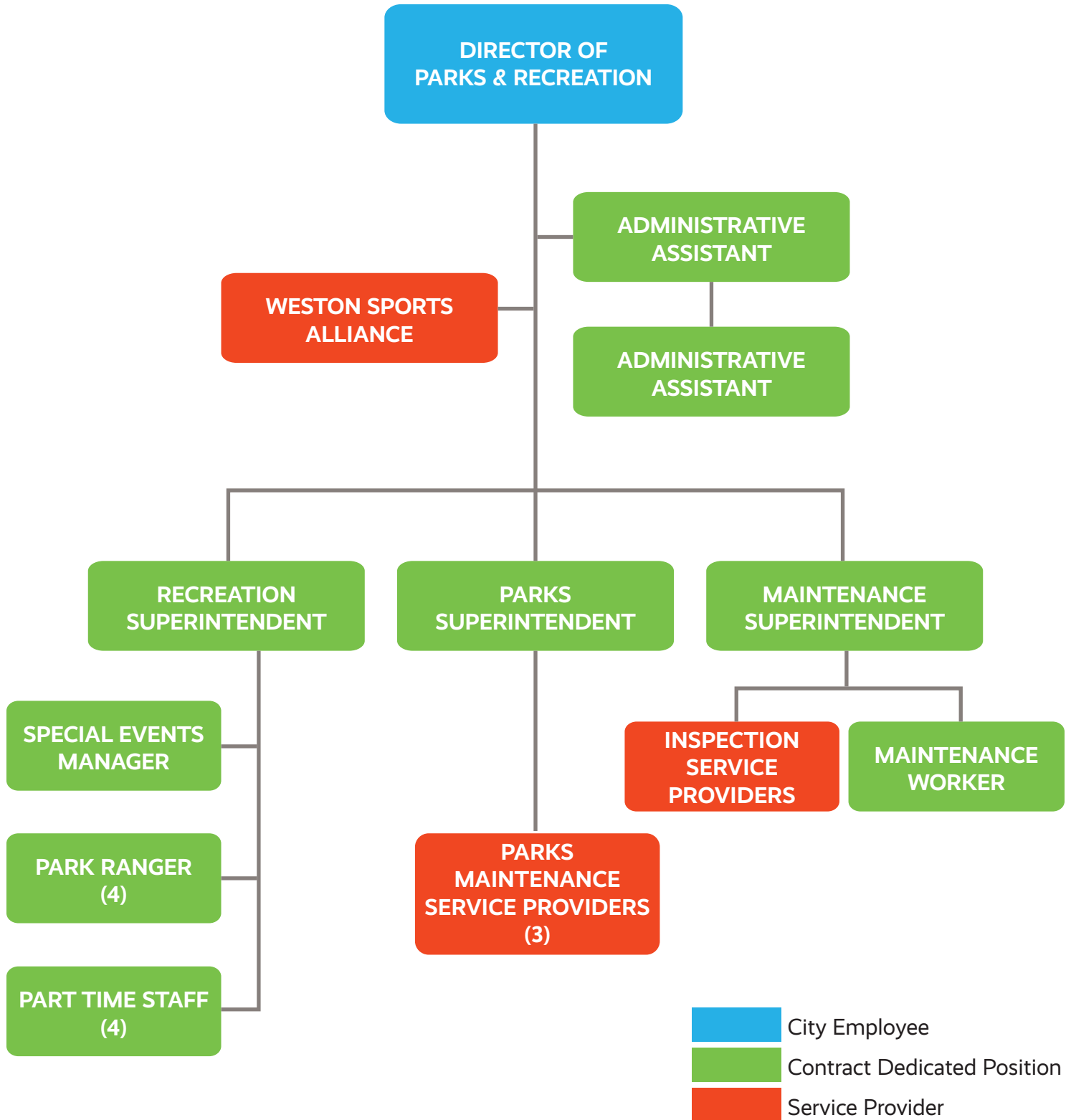


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

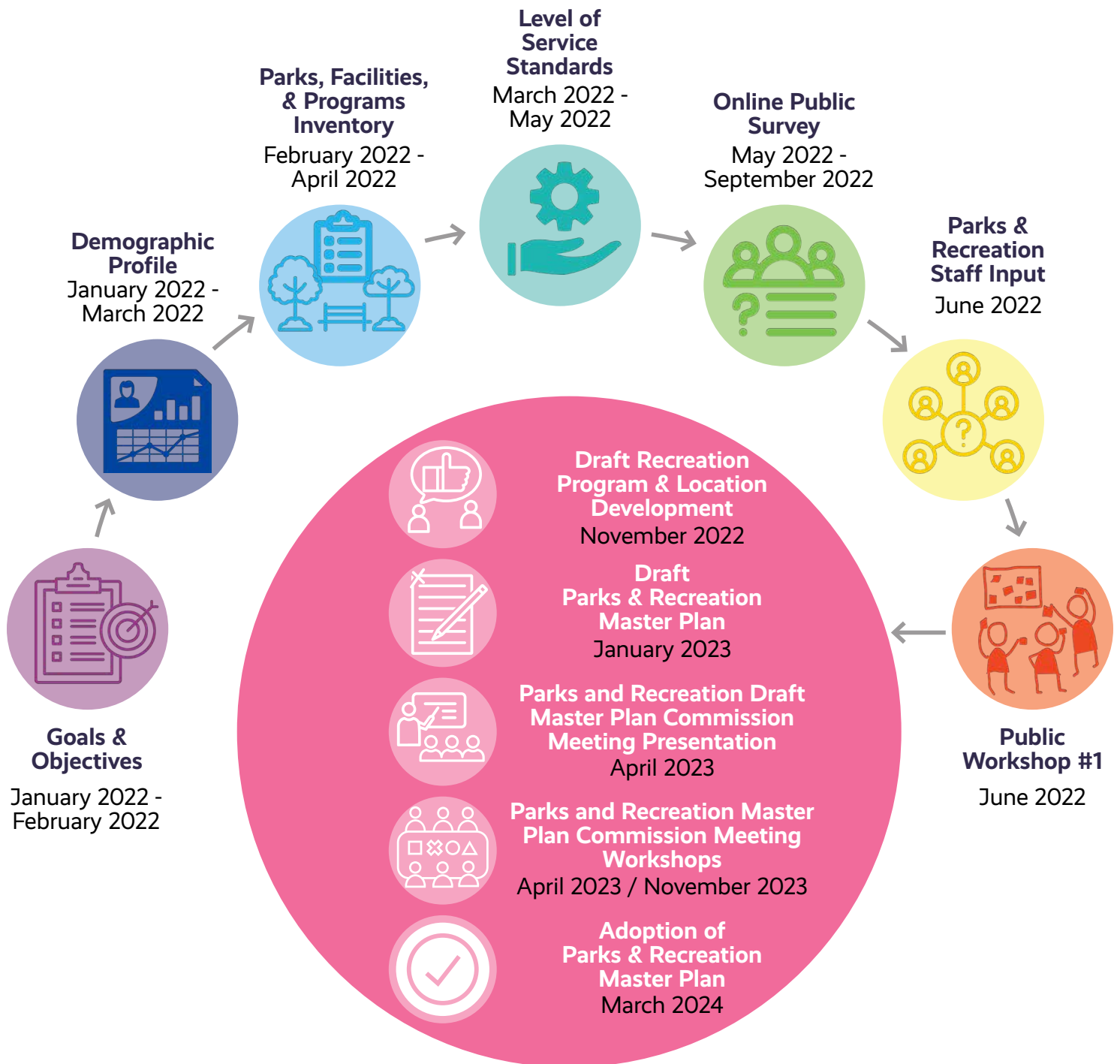


Figure 1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

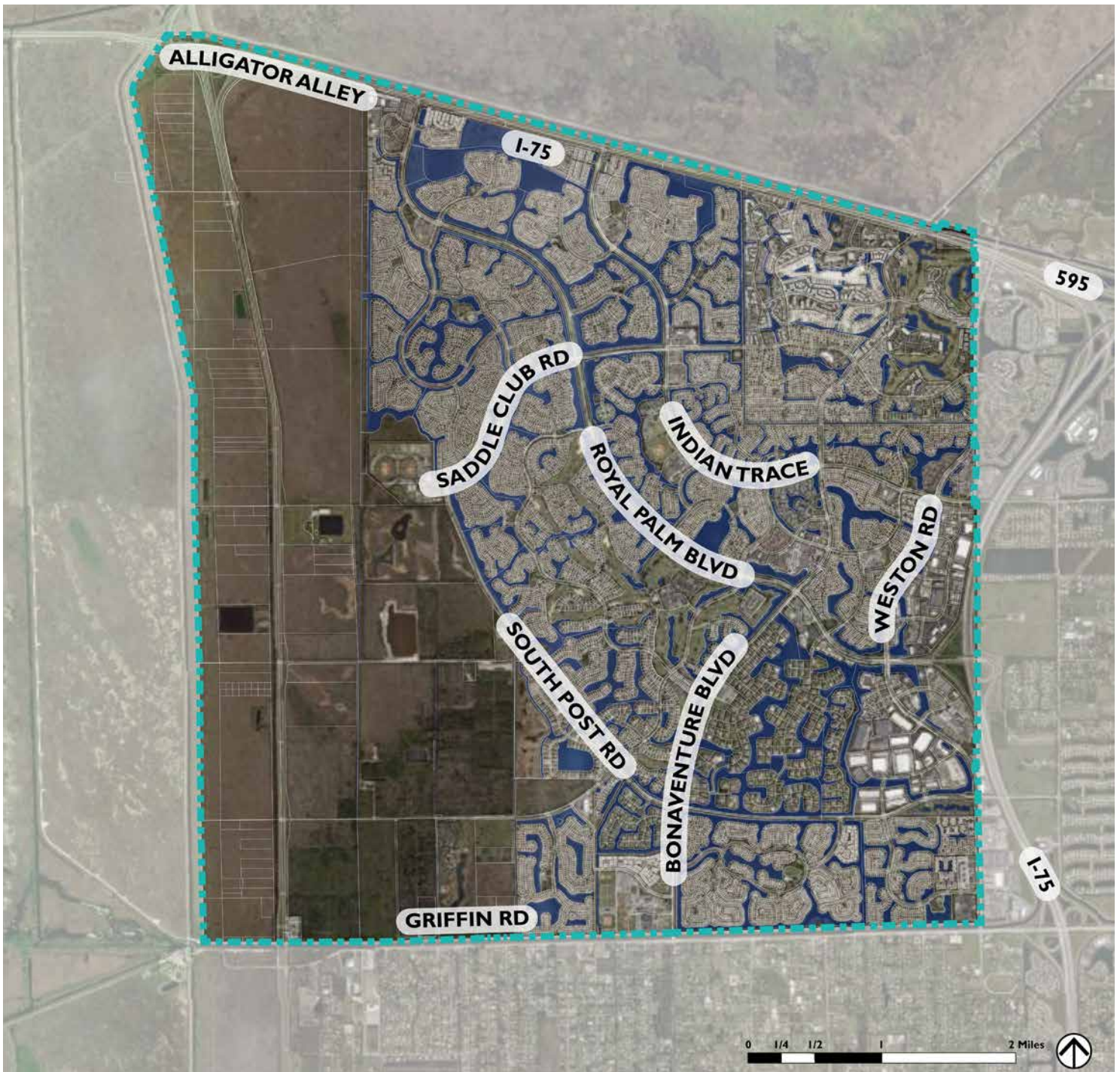


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

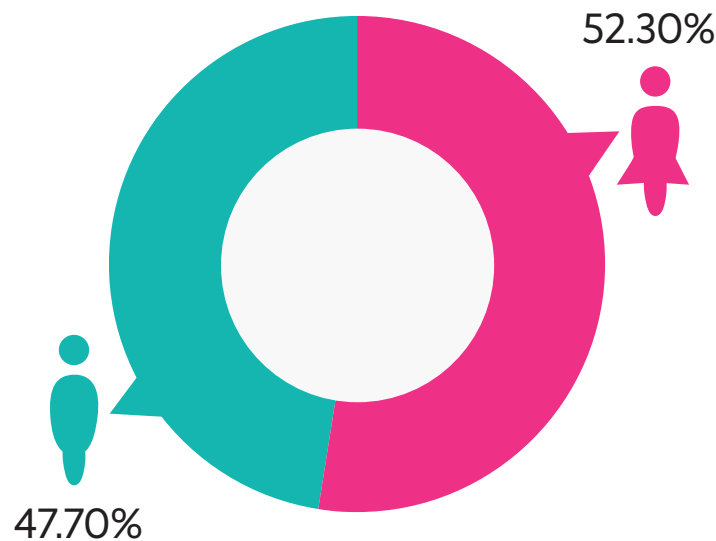


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

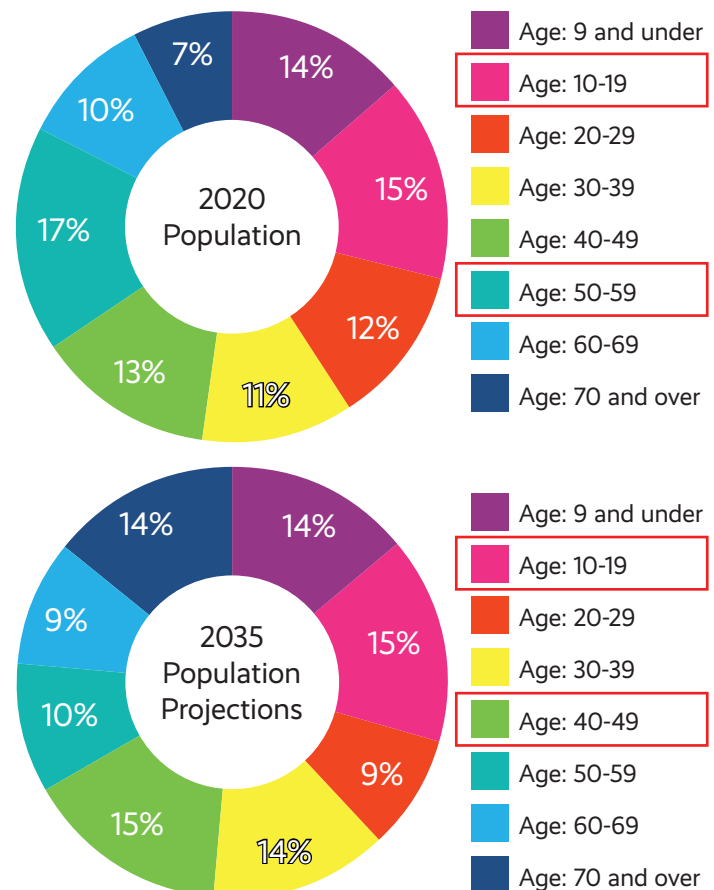


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

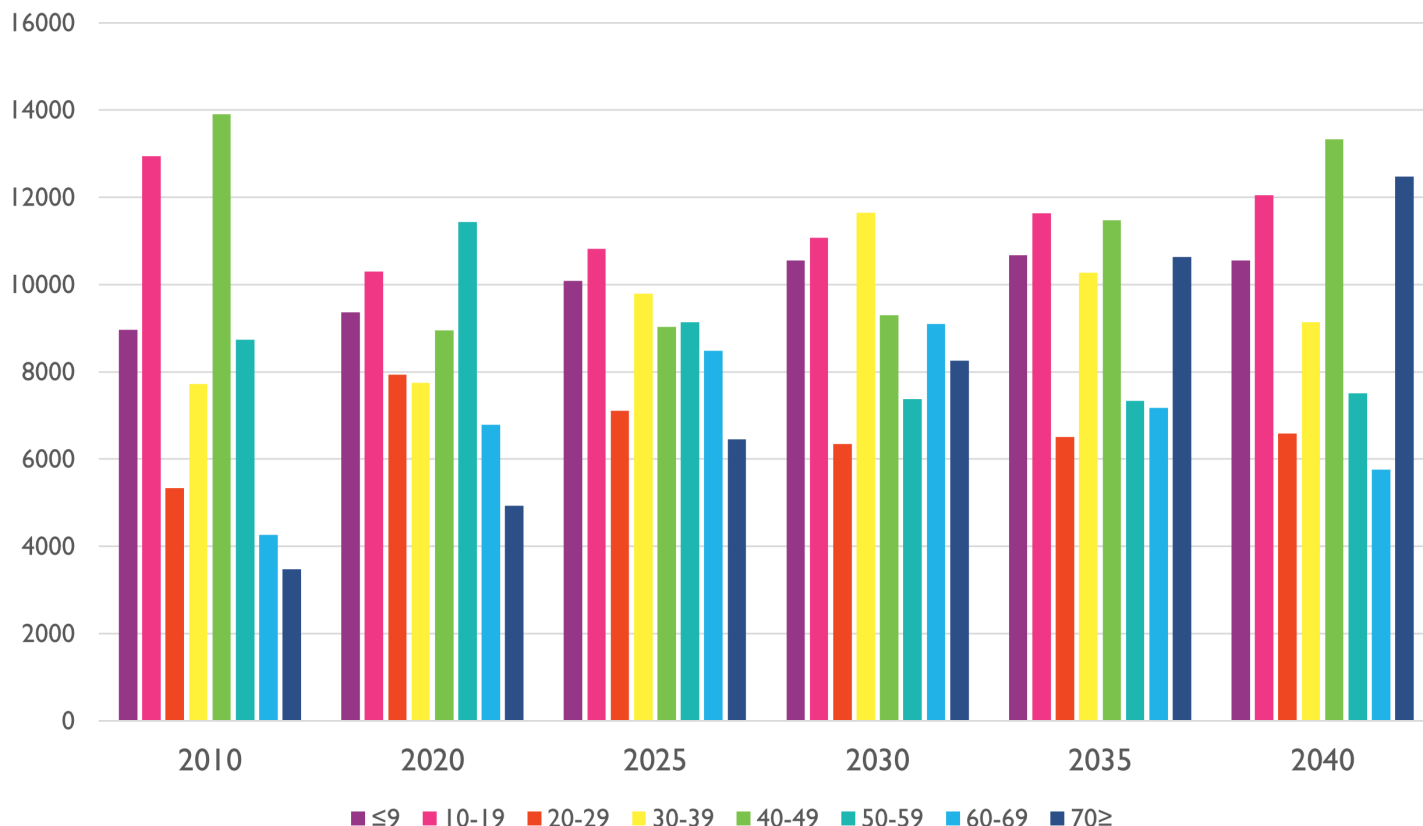


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

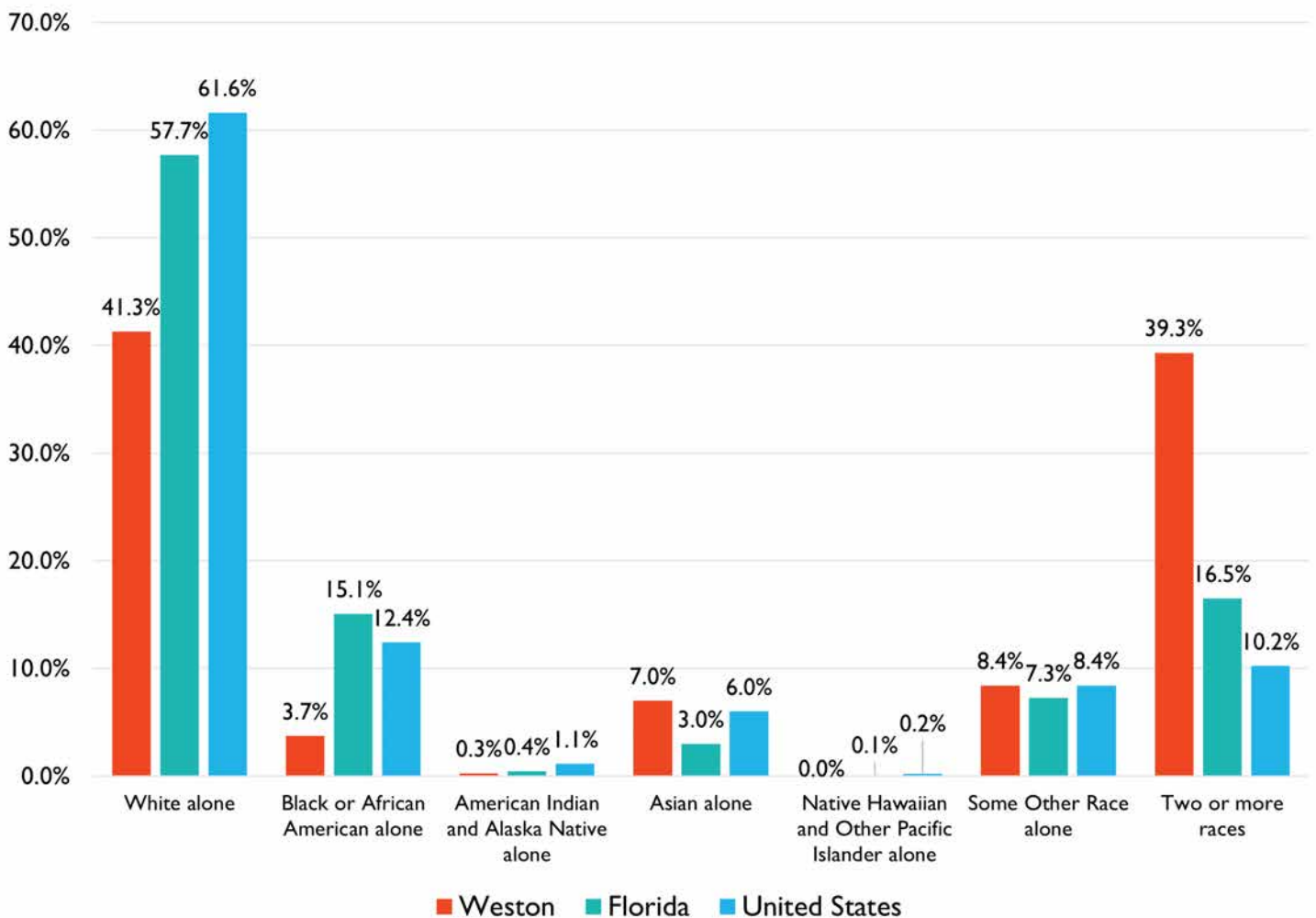


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

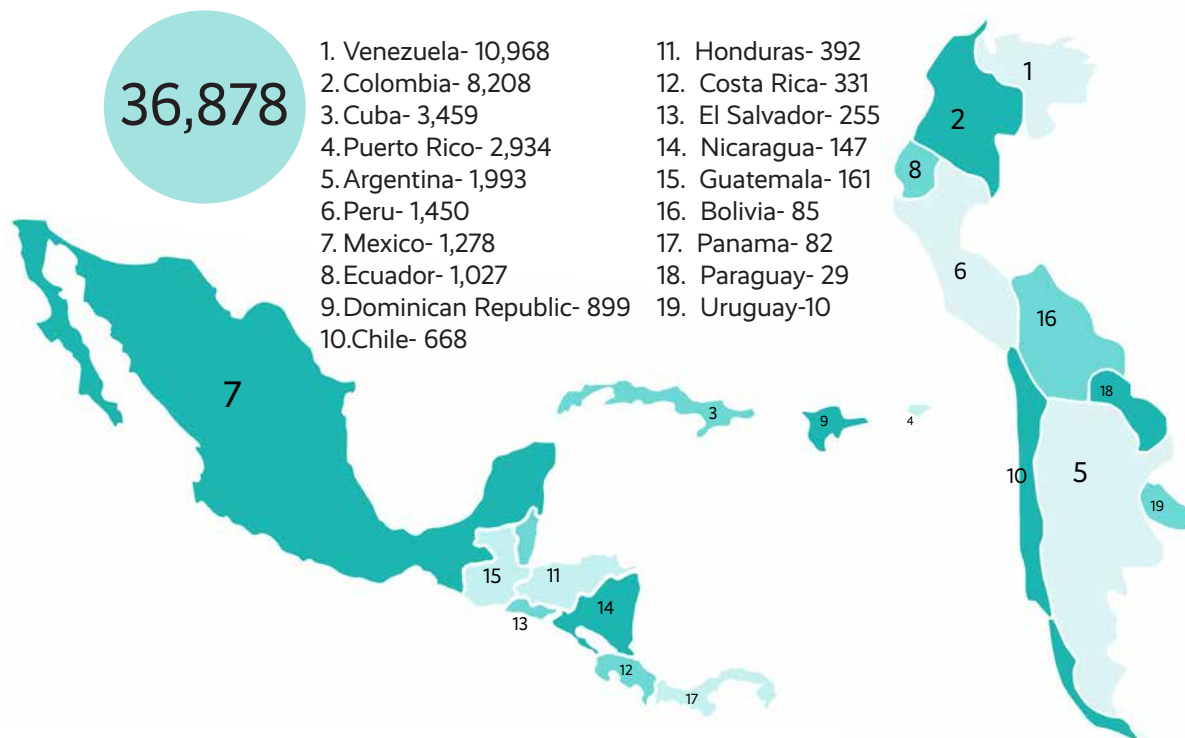


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

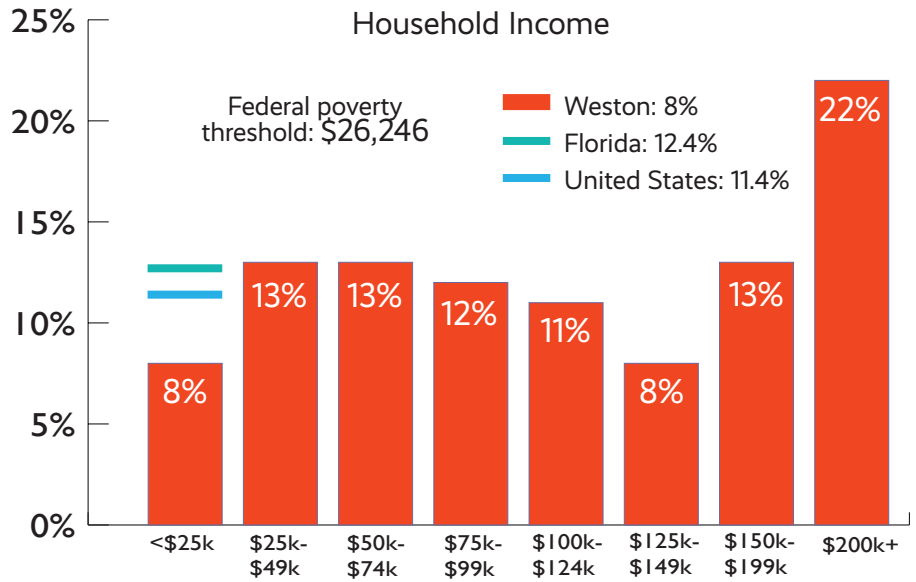


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

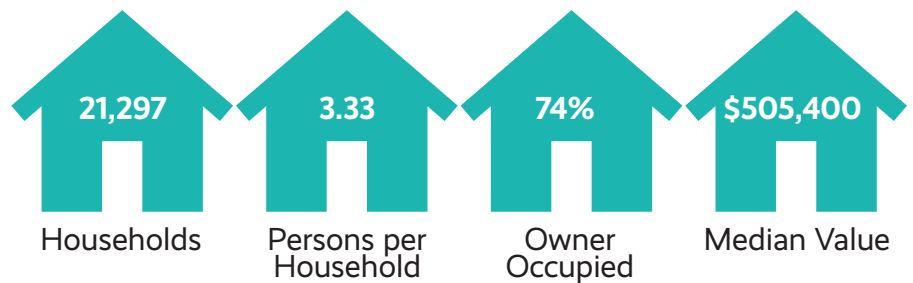


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

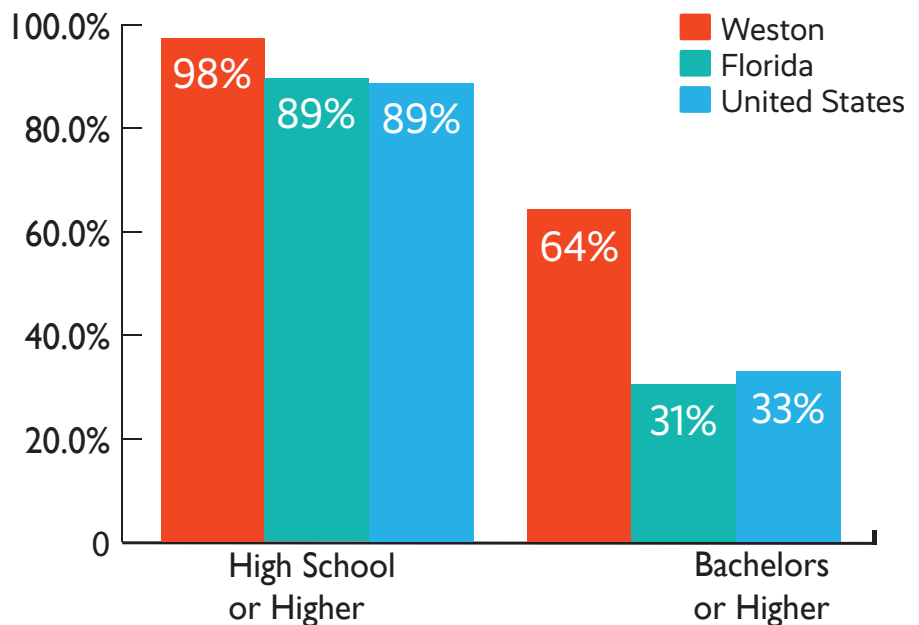


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

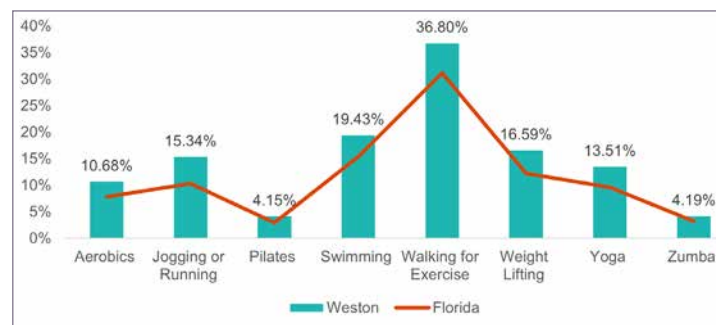


Figure 2.15: Adult Participation in Fitness Activities

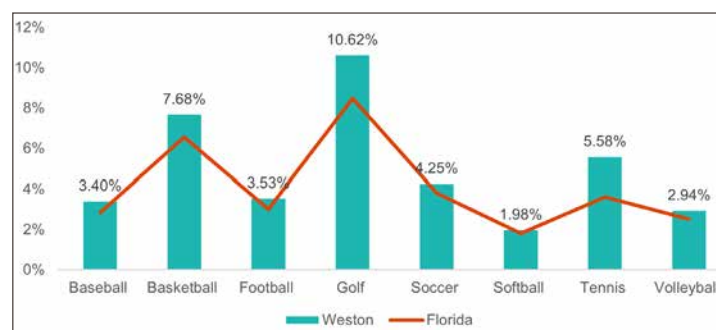


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities



The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.



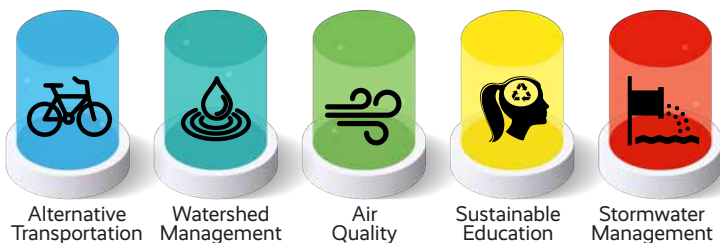


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

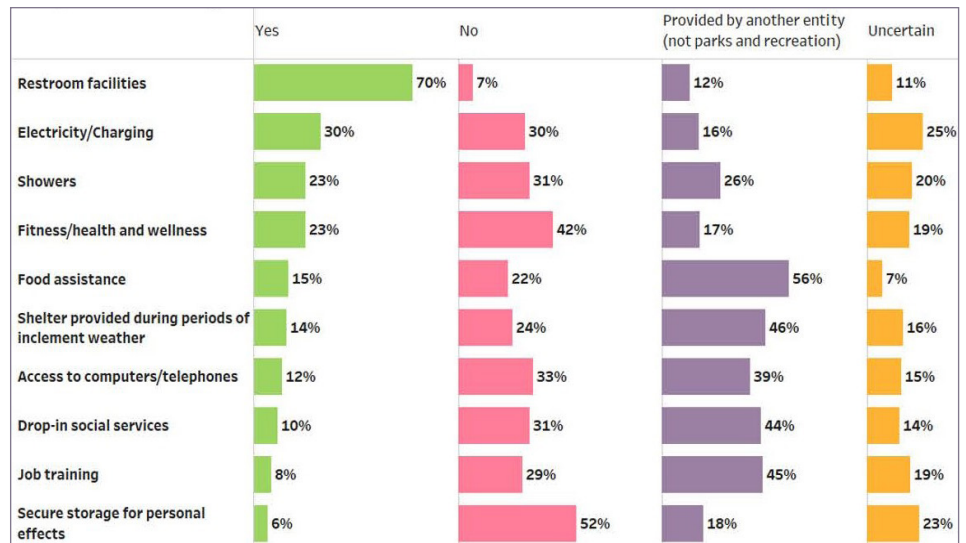


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social





ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

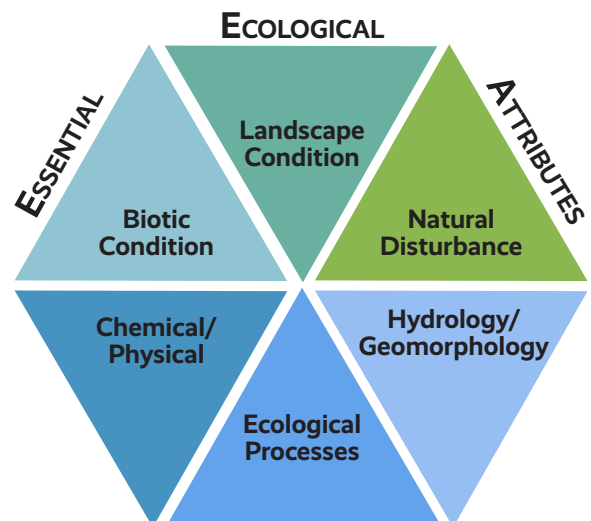


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datat/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

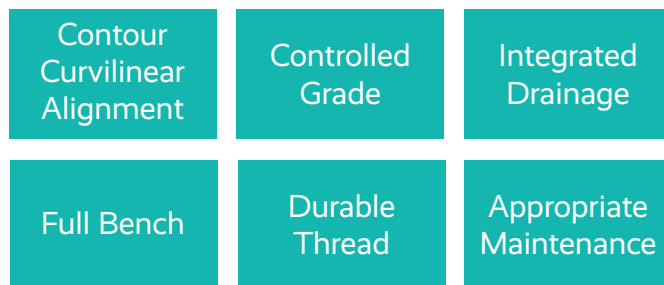
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately





150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise



for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

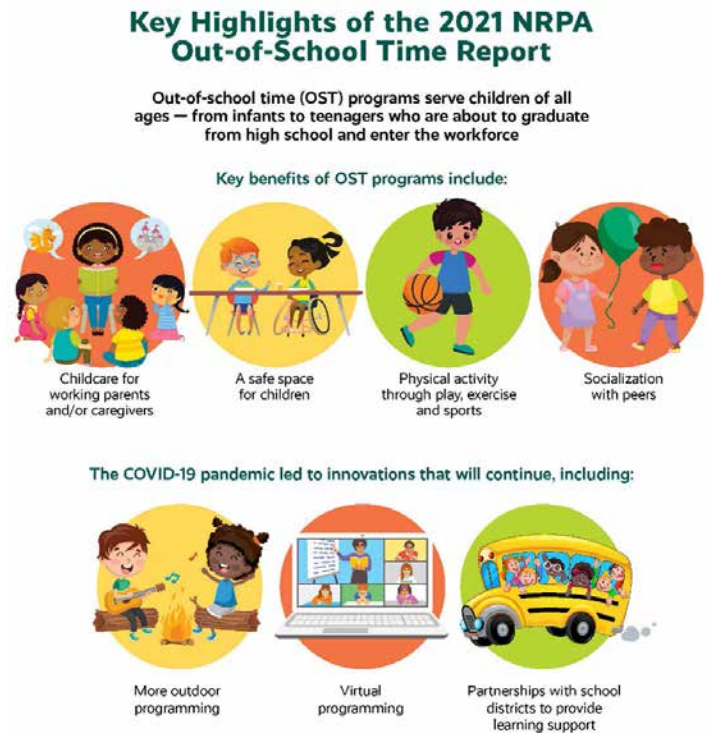


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report





## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.





## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

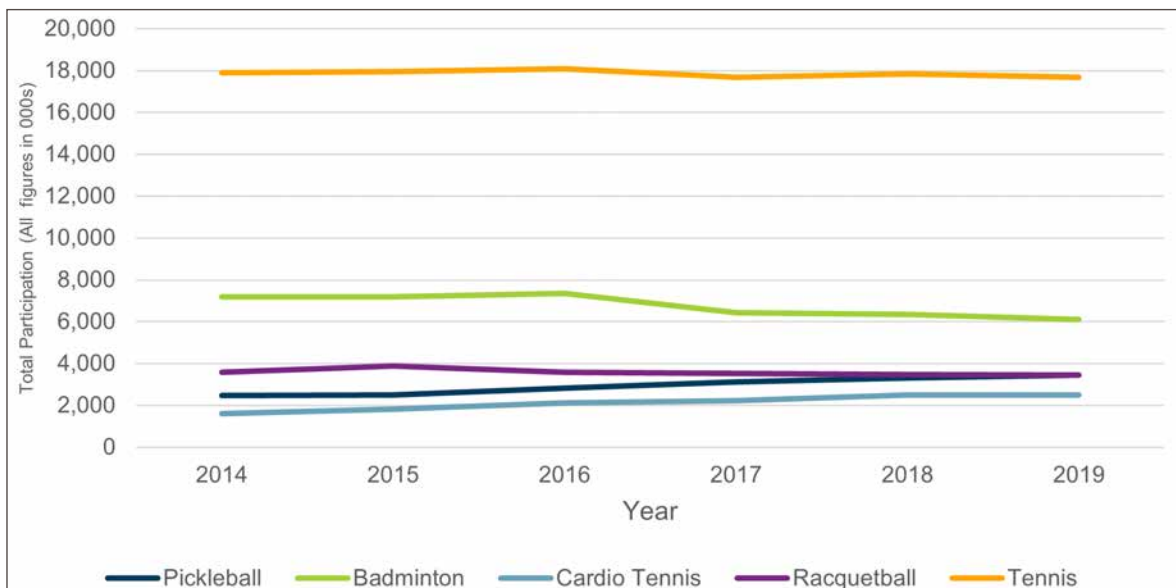


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)





## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to





the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

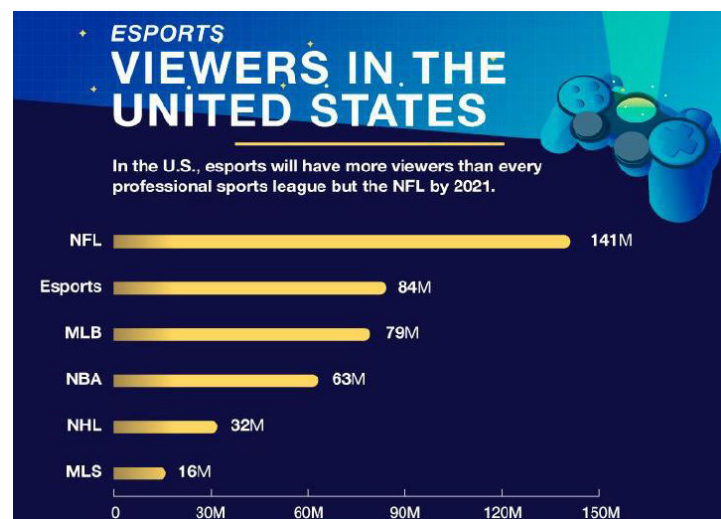


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>



include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.





## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.



### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.





Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

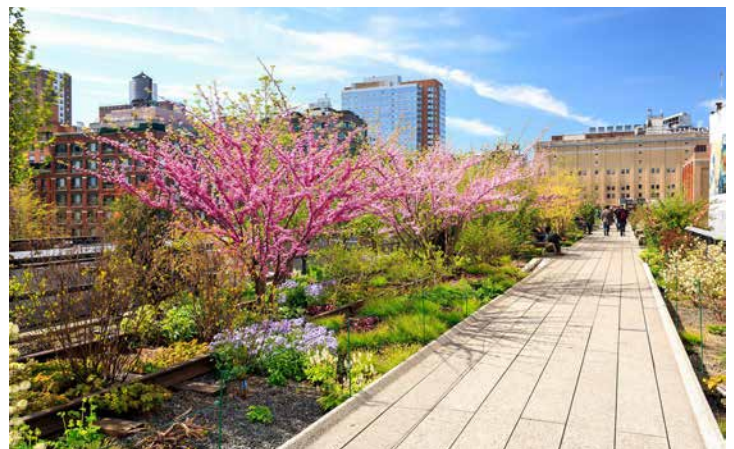


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map







City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1										1						
Country Isles Park	4.21										1				1	1						
Eagle Point Park	7		2								1				2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6											1										
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6		1		8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory





## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







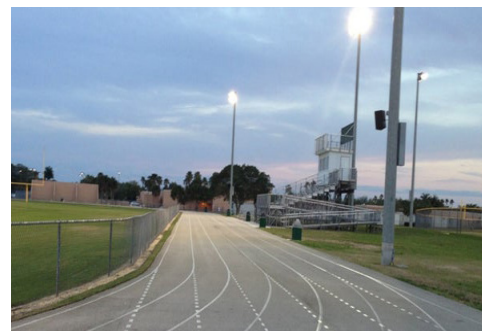
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement







### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.





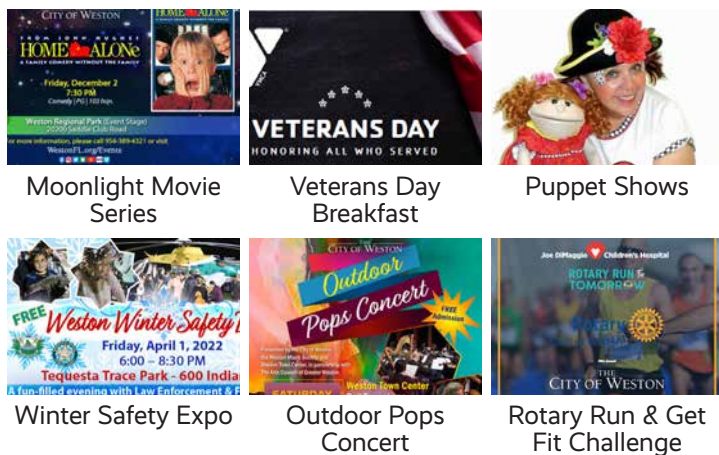
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

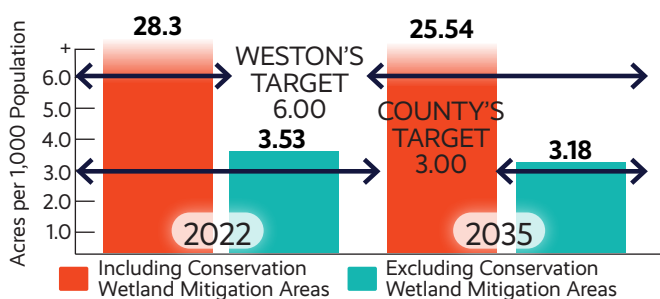


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

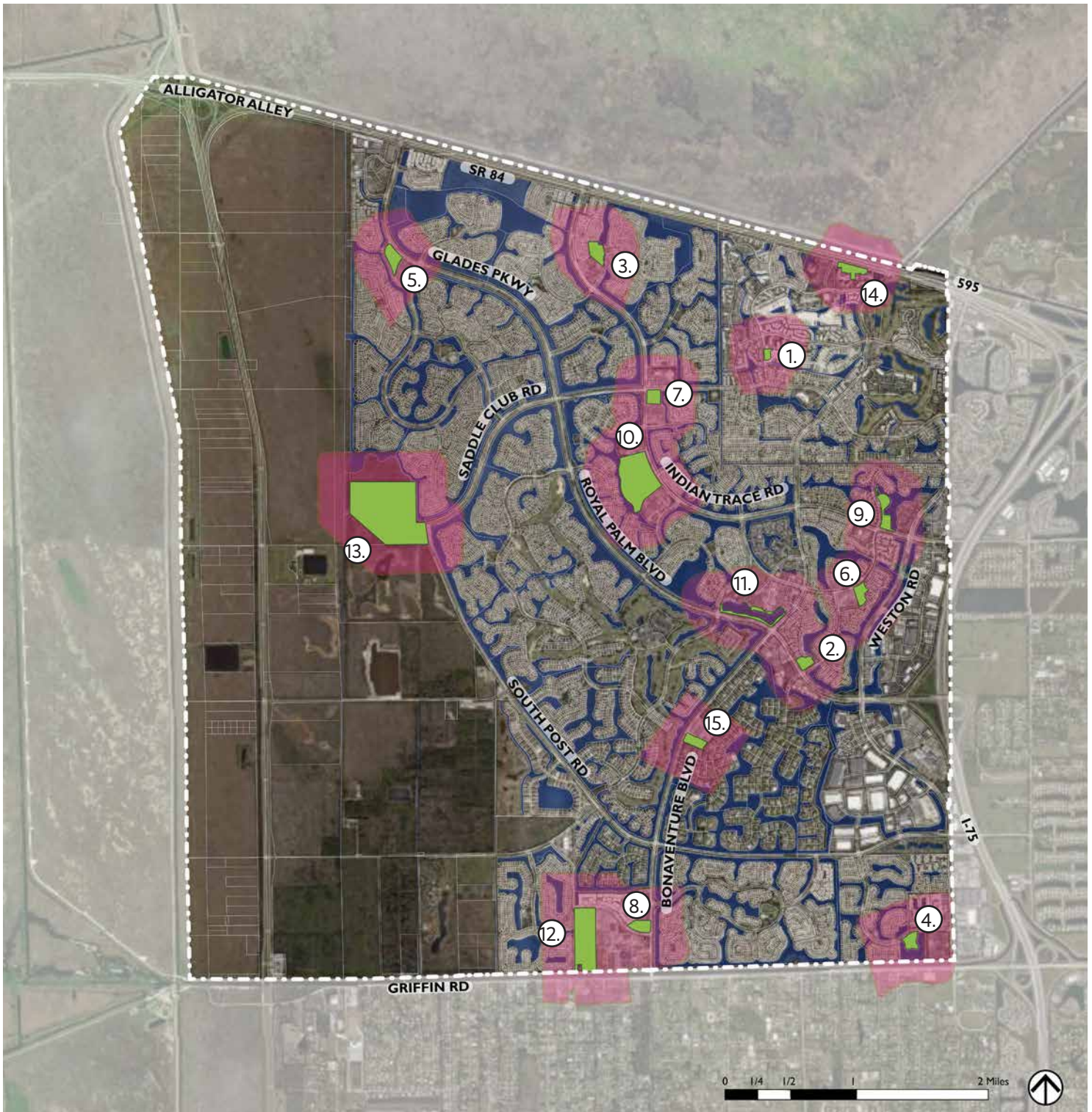
Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.








## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage 5-minute Walking Distance

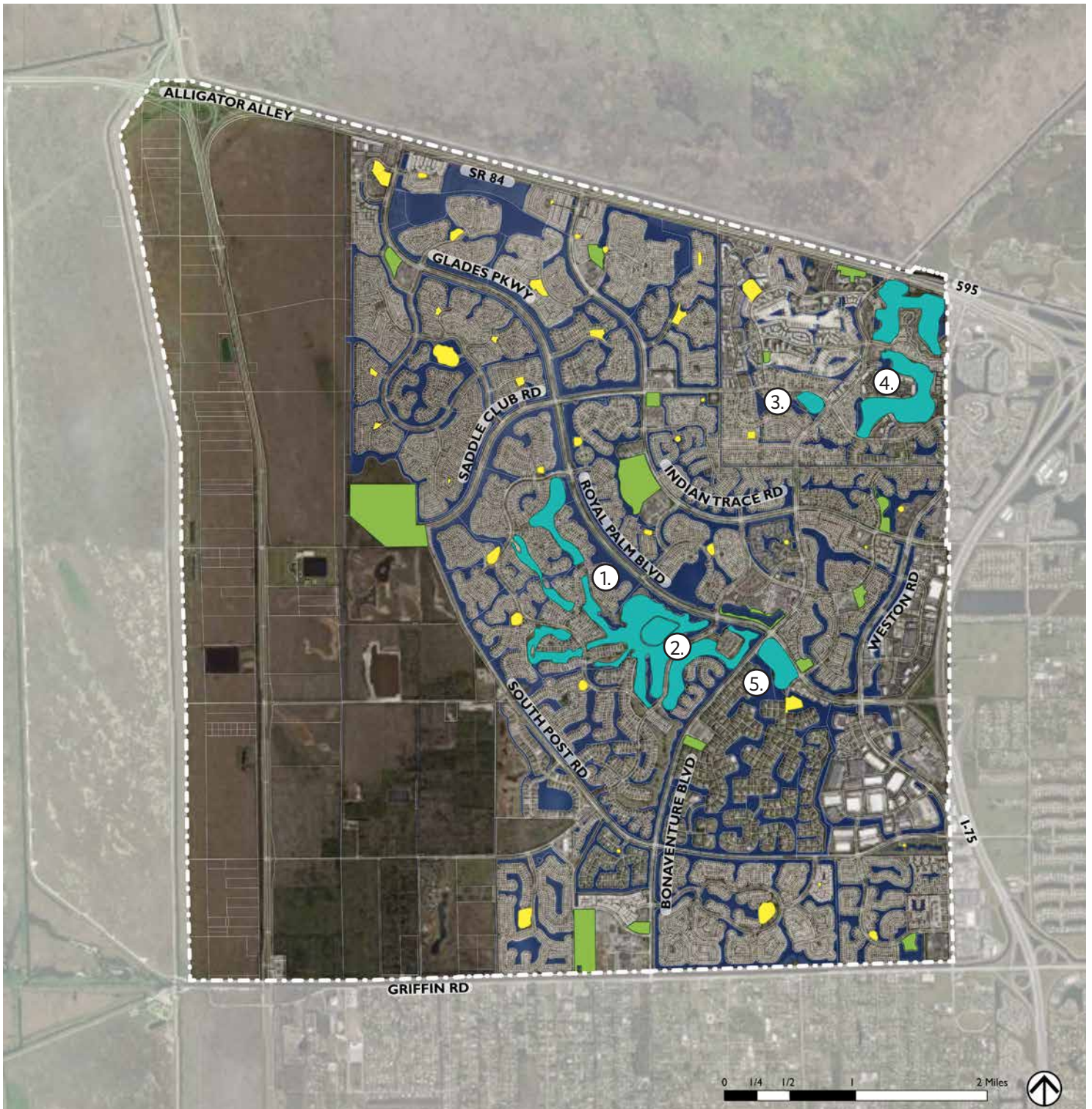
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)









## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

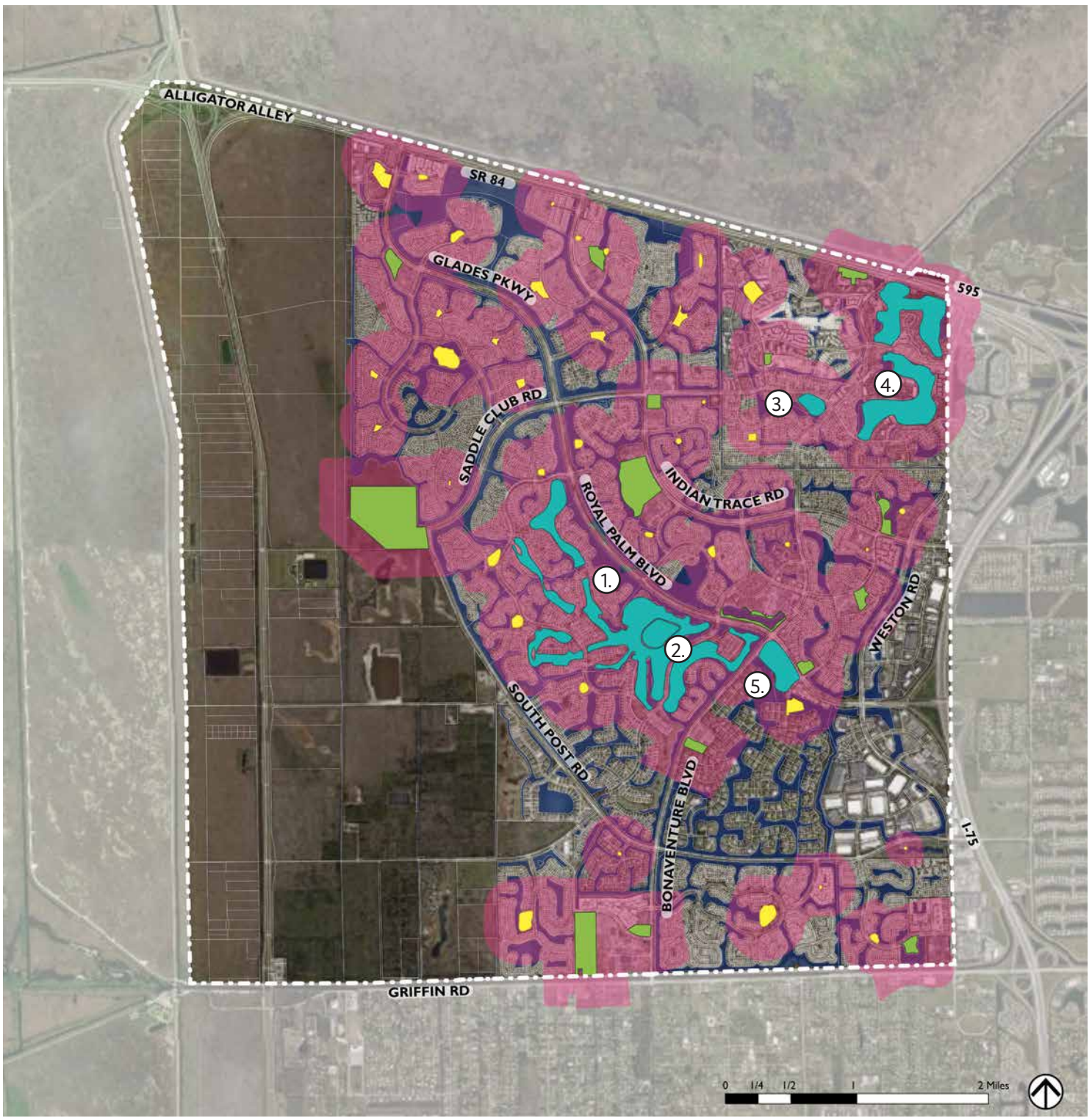
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

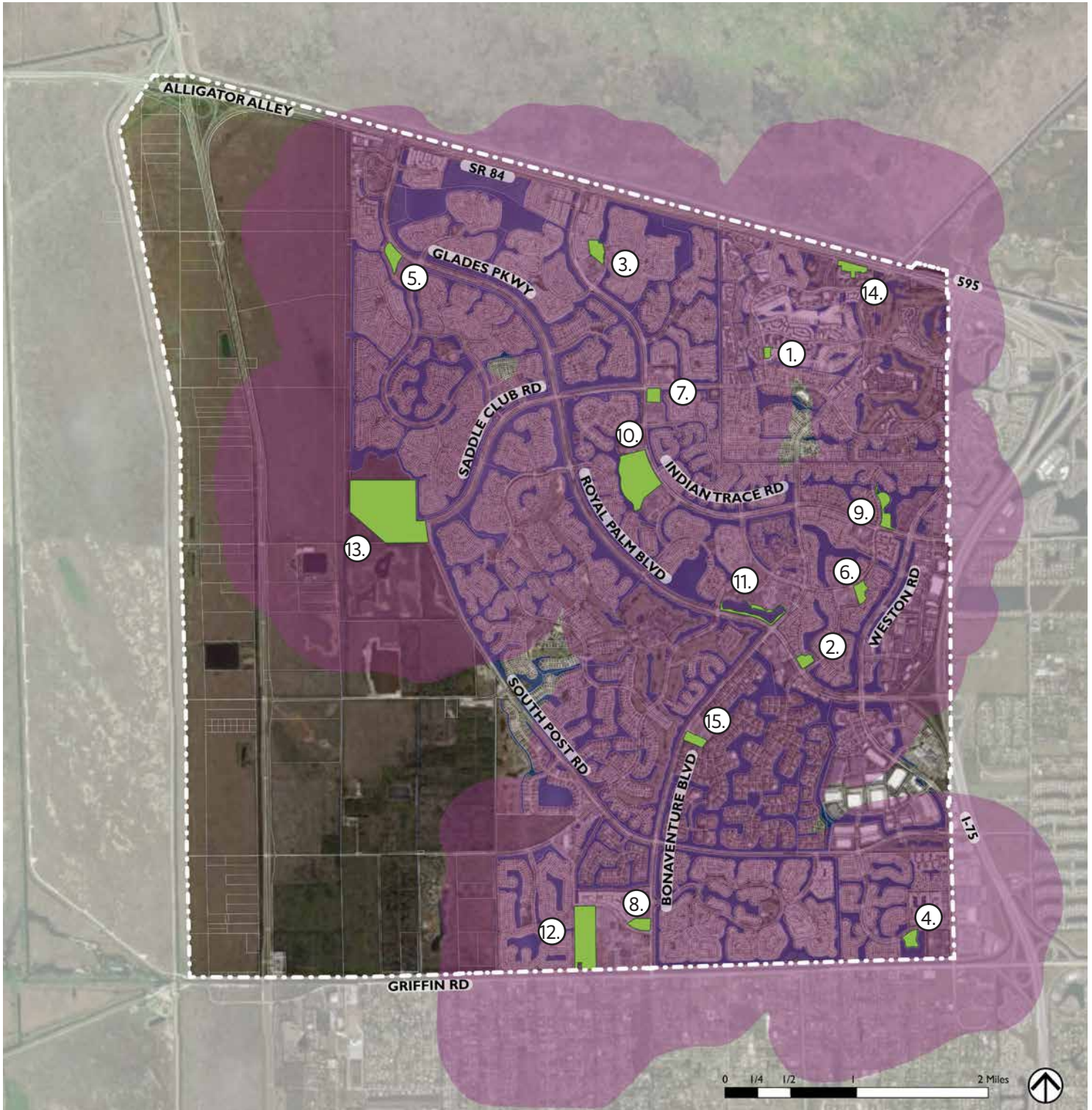
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map








### Park Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
6-minute Bike Ride Distance

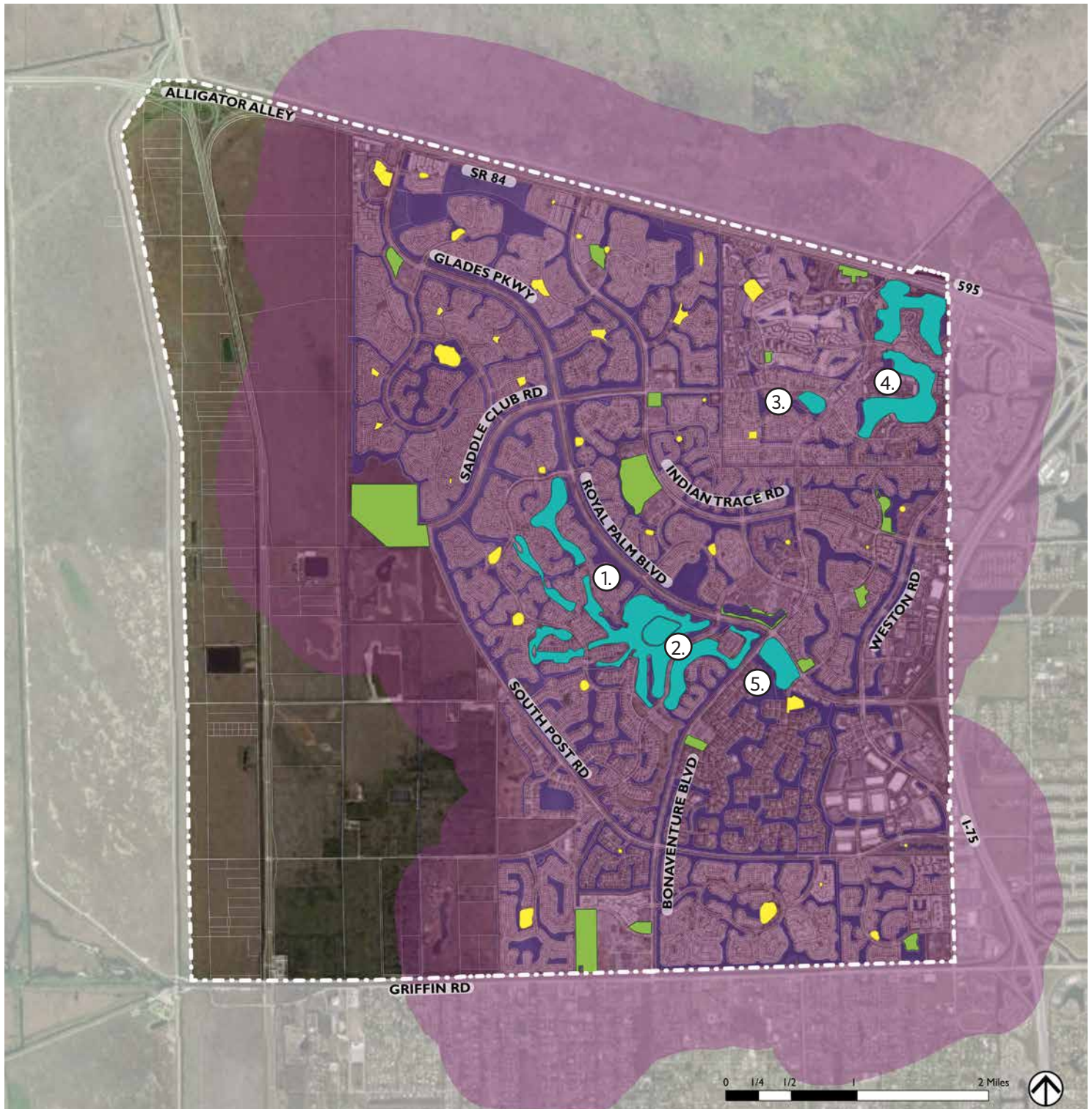
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.14: Park Bikeability (6-min Parkshed)










## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #c6e0b4; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
--	--

Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study





Basketball Courts Comparative Study

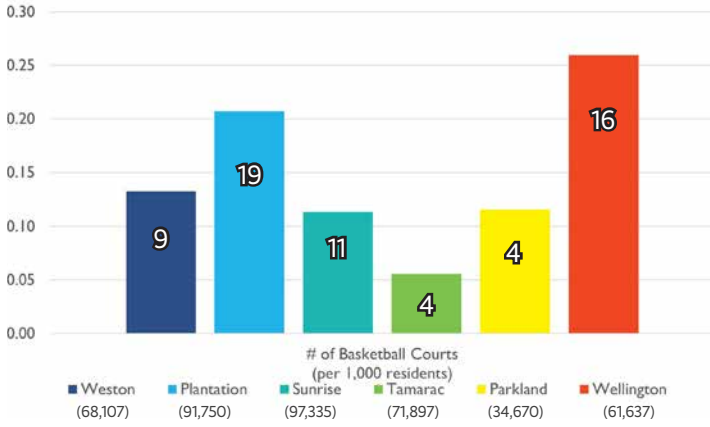


Figure 3.16: Basketball Courts Comparative Study

Soccer/Football Fields Comparative Study

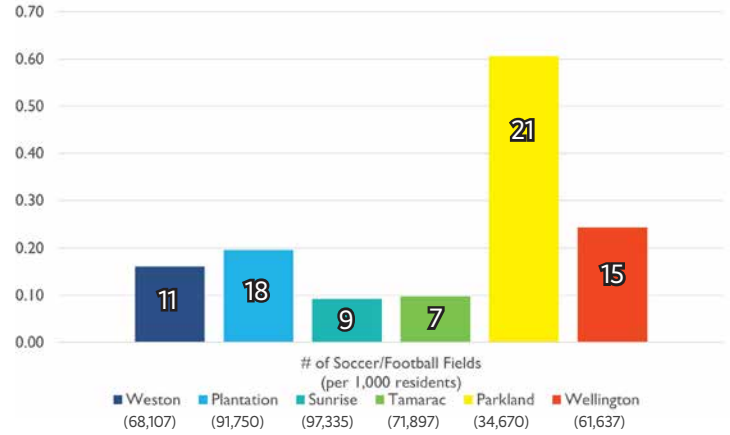


Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study

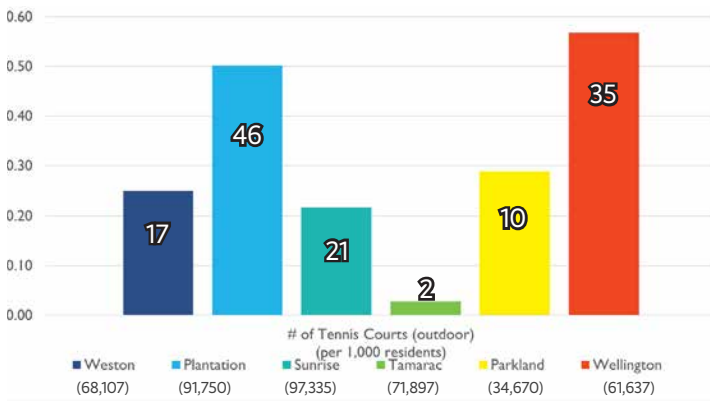


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Pickleball Courts (Outdoor) Comparative Study

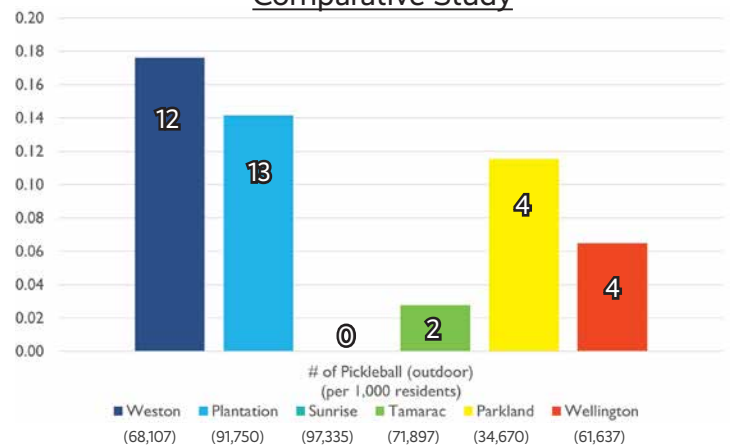


Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study

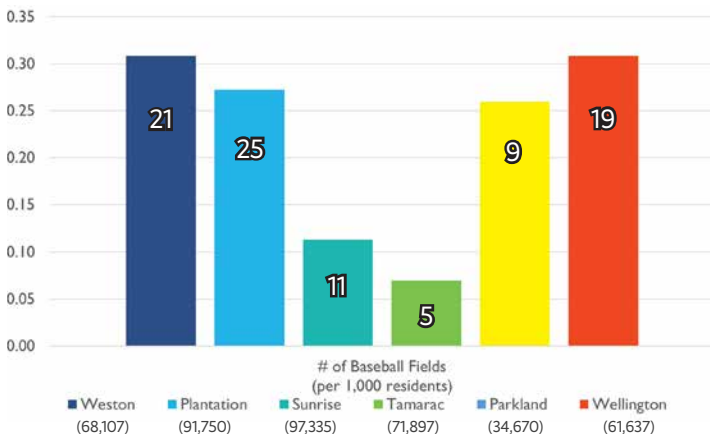


Figure 3.18: Baseball Fields Comparative Study

Multi-Use Courts (Basketball, Volleyball) Comparative Study

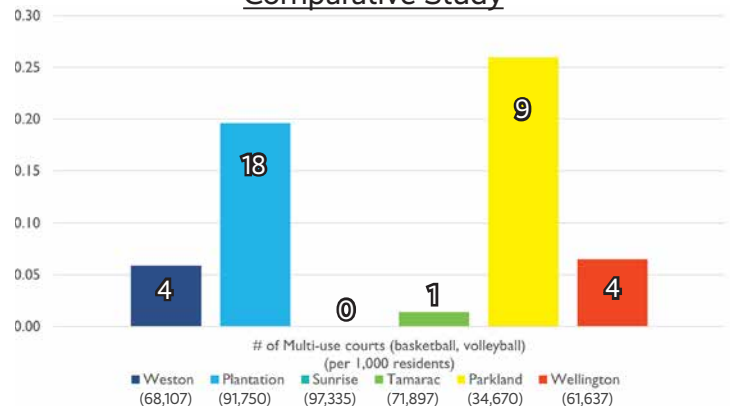


Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



Multipurpose Synthetic Fields Comparative Study

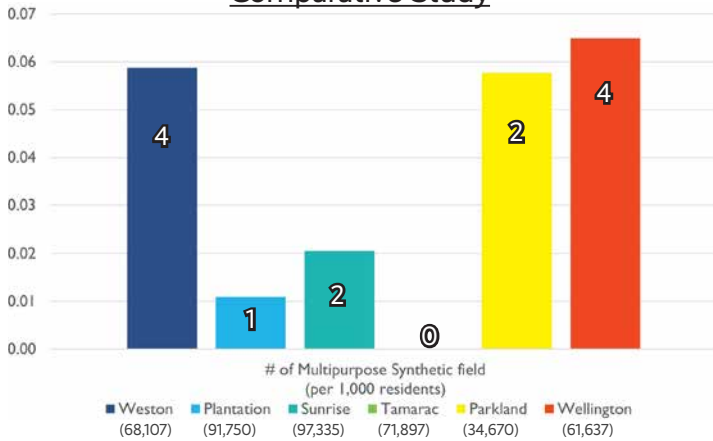


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

Community Centers Comparative Study

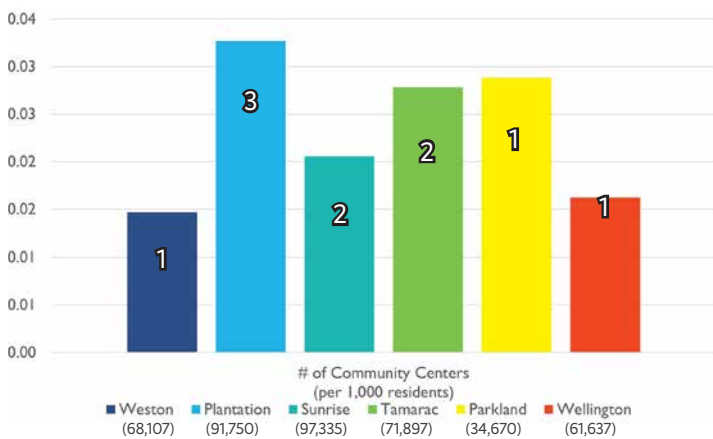


Figure 3.23: Community Centers Comparative Study

Recreation Centers Comparative Study

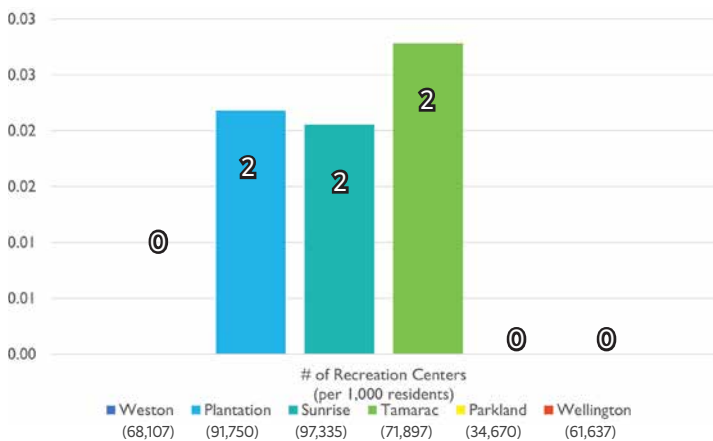


Figure 3.24: Recreation Centers Comparative Study

Indoor Recreational Space

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study





City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Health Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

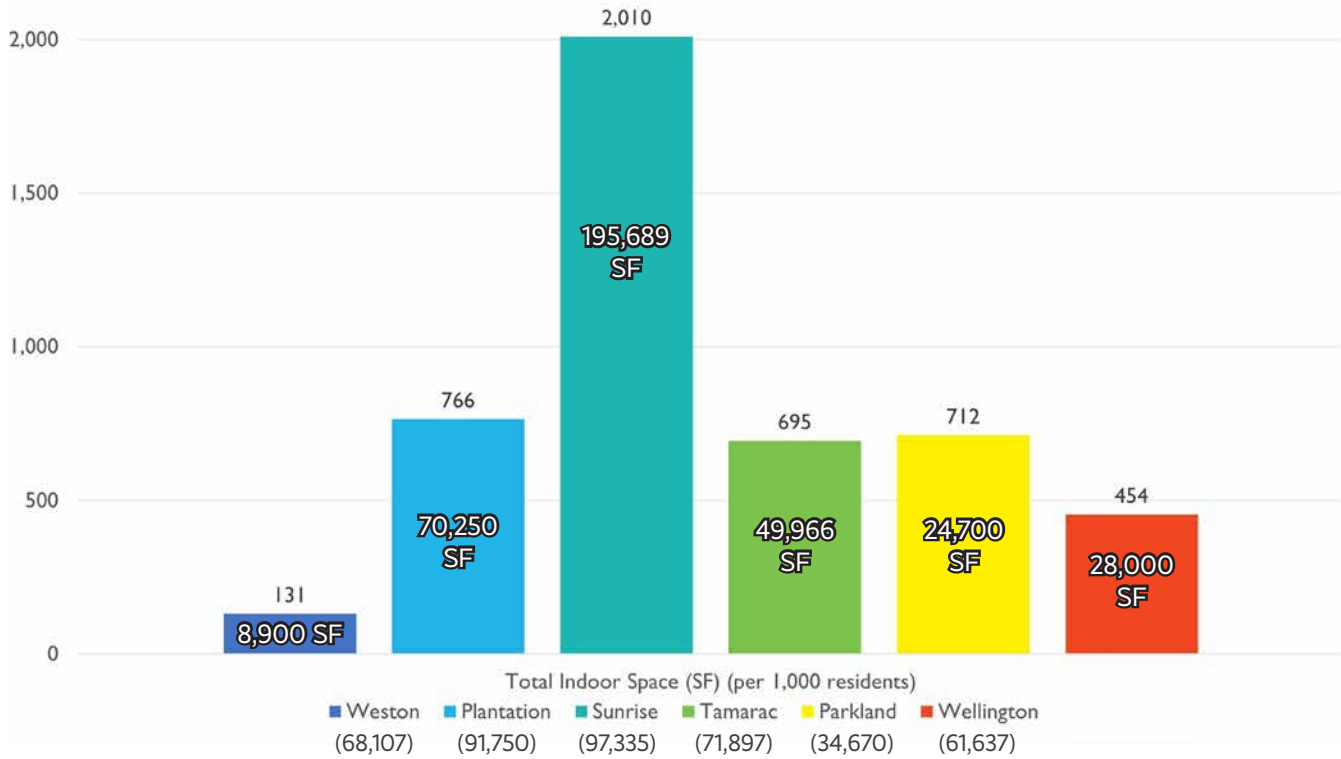


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

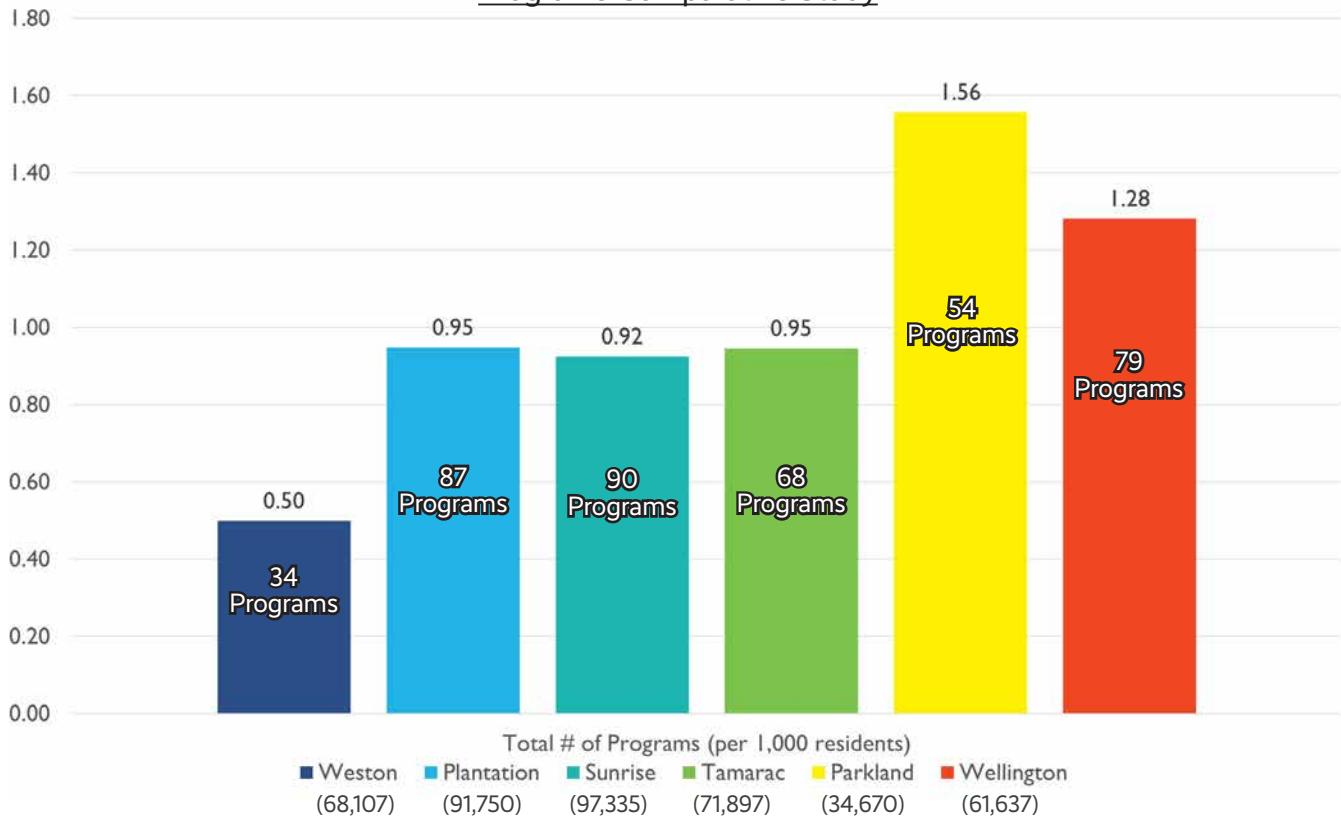


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

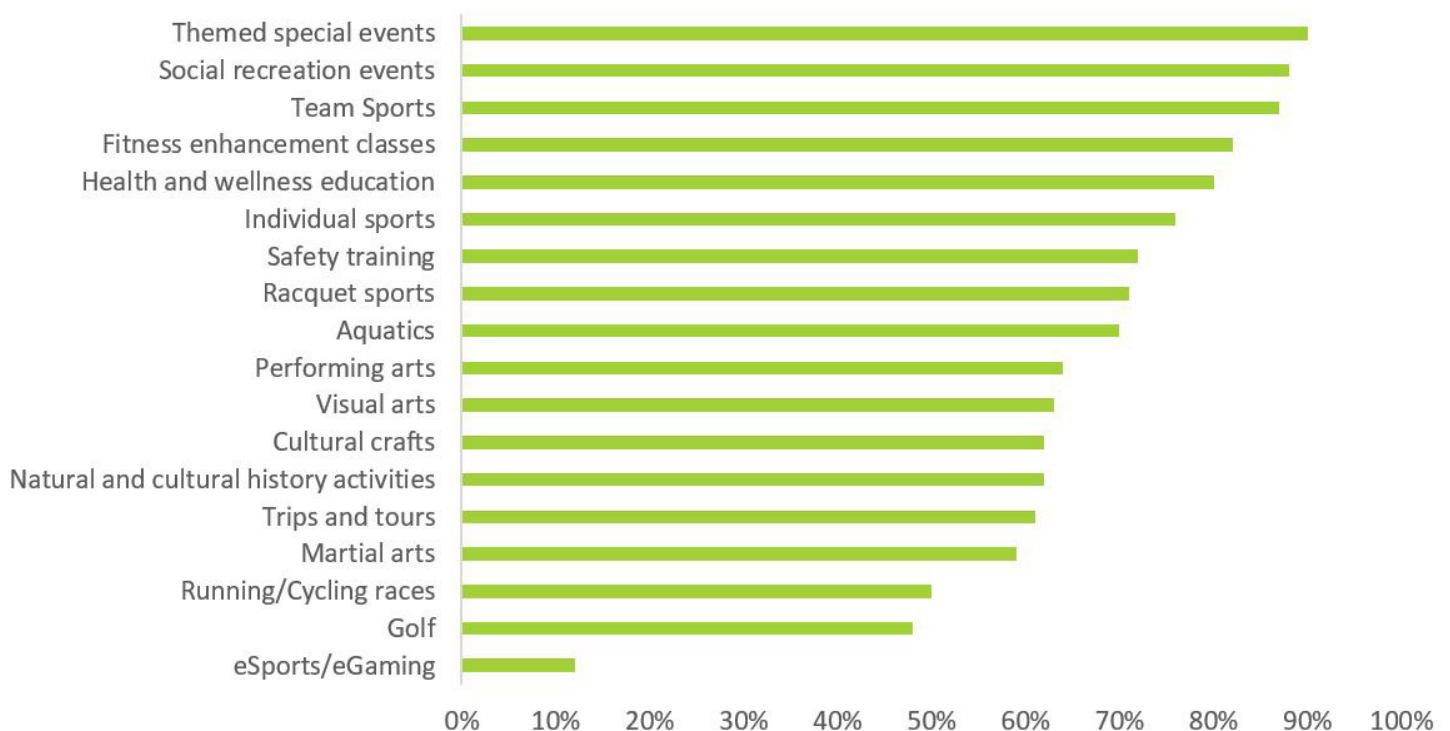


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired





A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming







Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?







The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

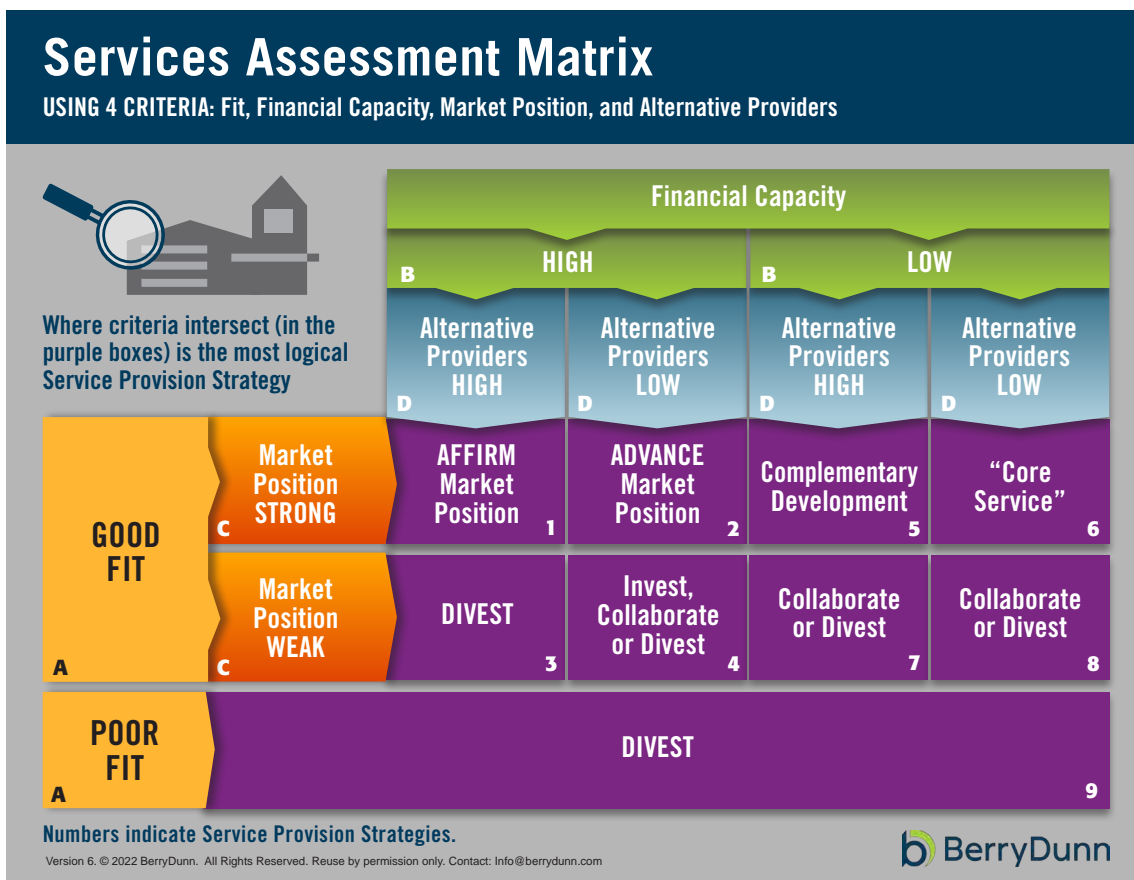


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.





- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used





parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS





## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

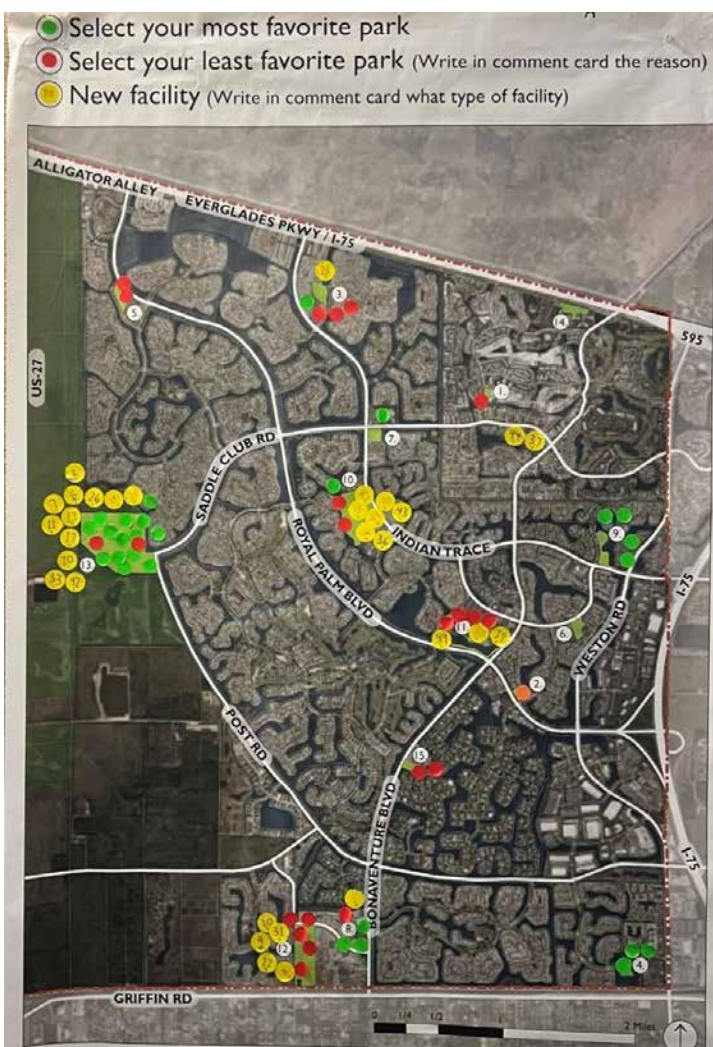


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.





• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.



This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

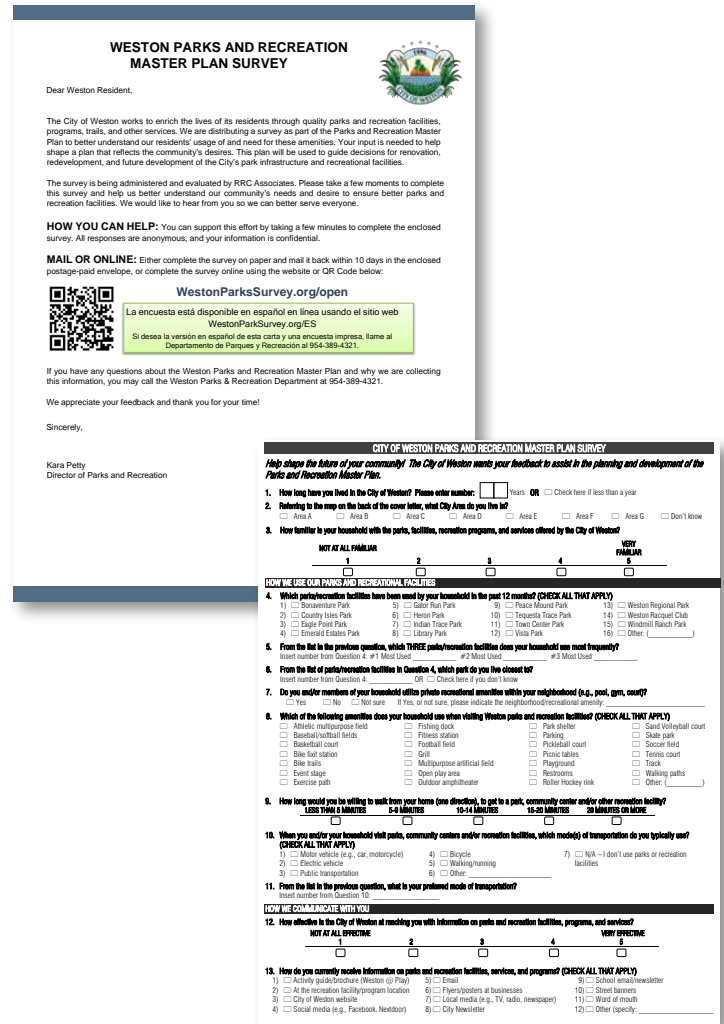


Figure 4.11: Survey Cover Letter and Survey Sample.

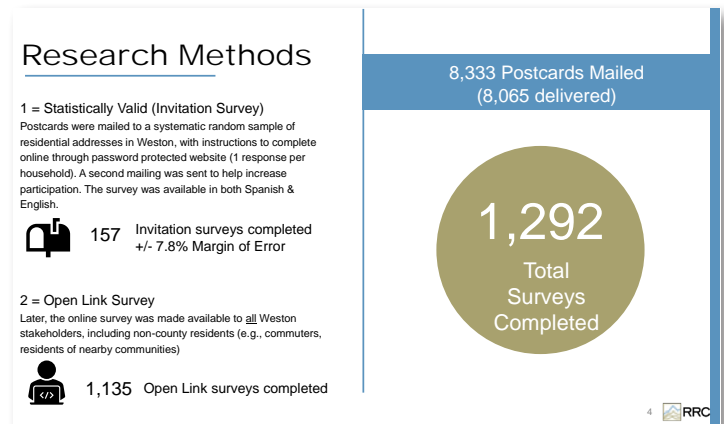
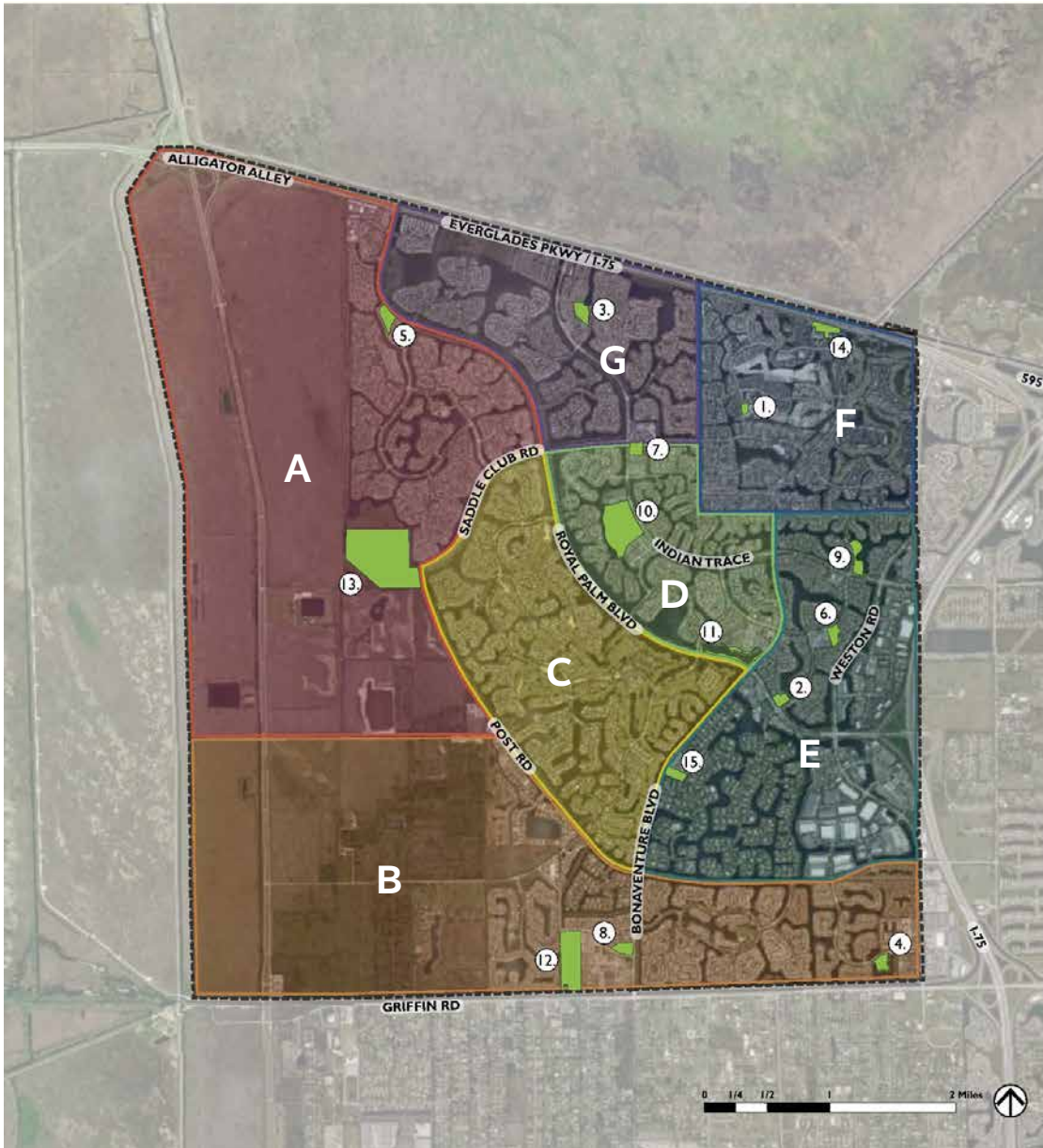


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #e31a1c; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #80cbc4; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff9800; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #5dade2; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #fff176; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9c27b0; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #c8e6c9; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.







Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

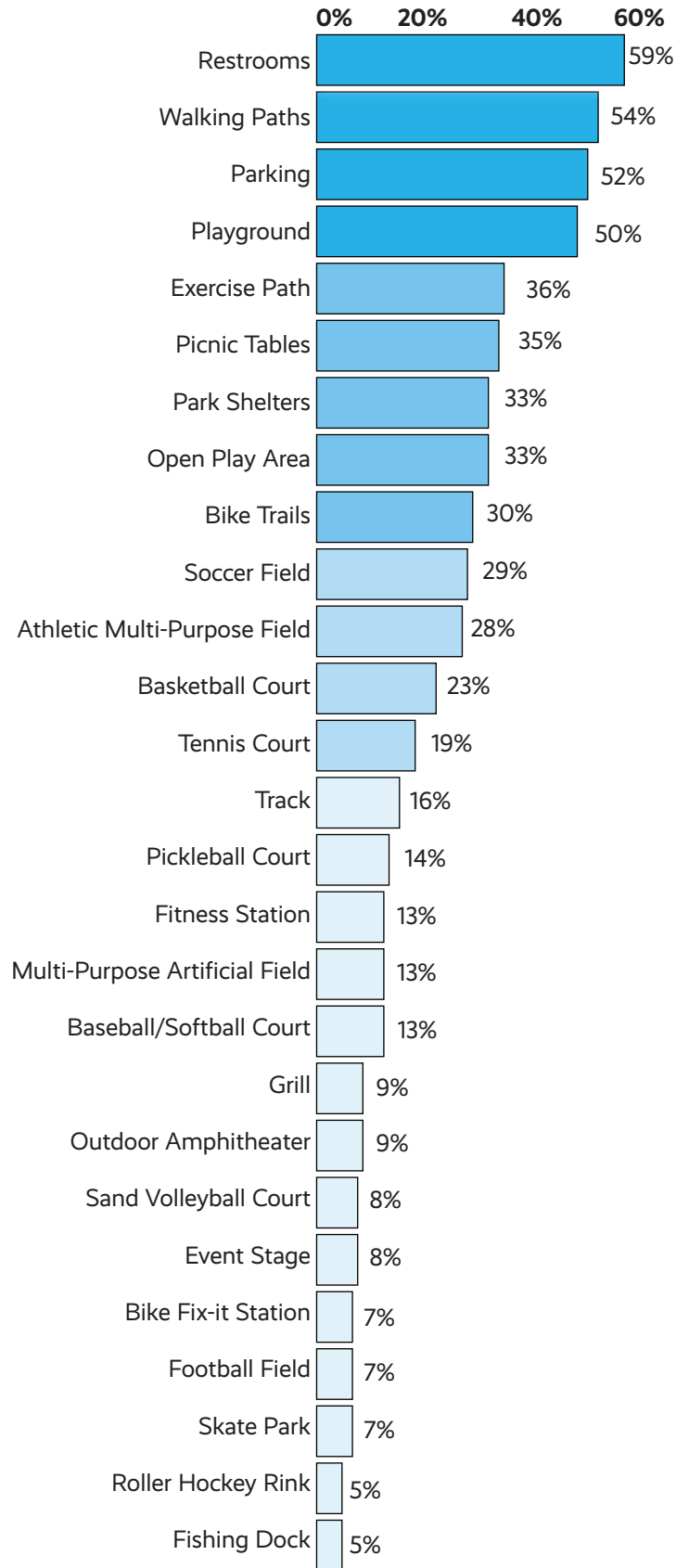


Figure 4.14: Overall Use of Amenities Graph.



What to Improve - Facilities & Amenities:

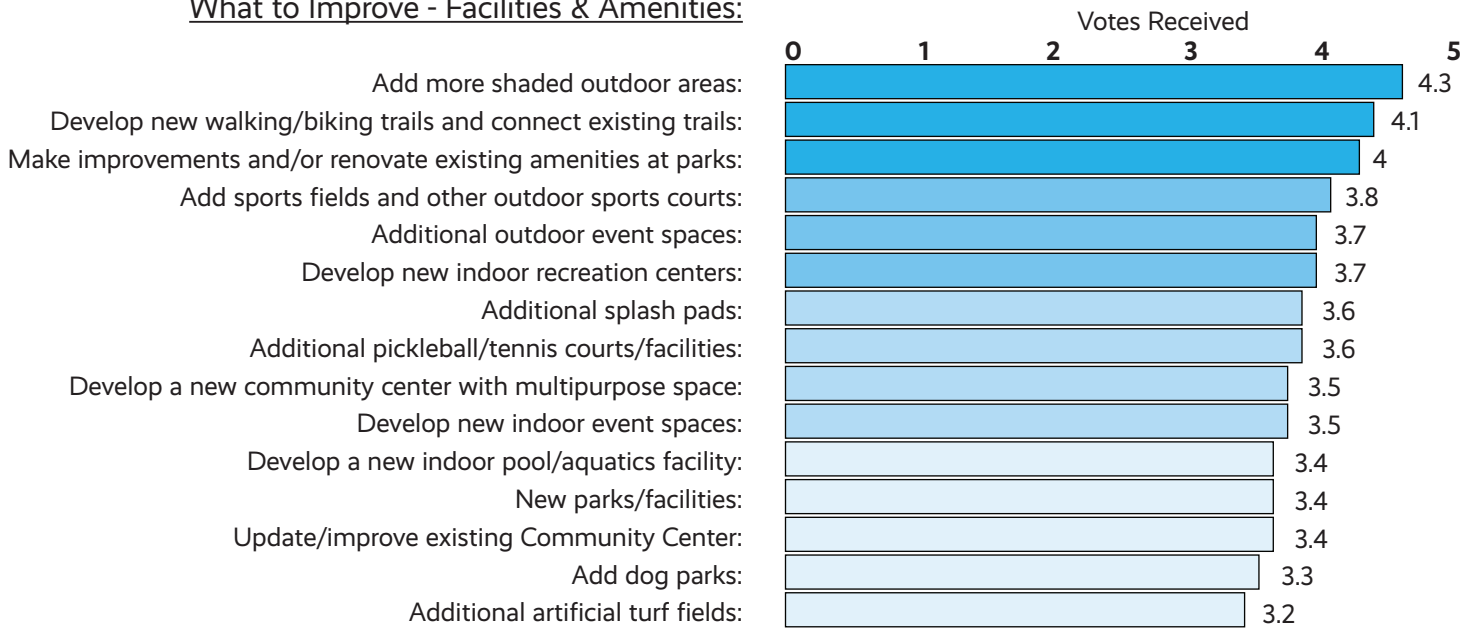


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

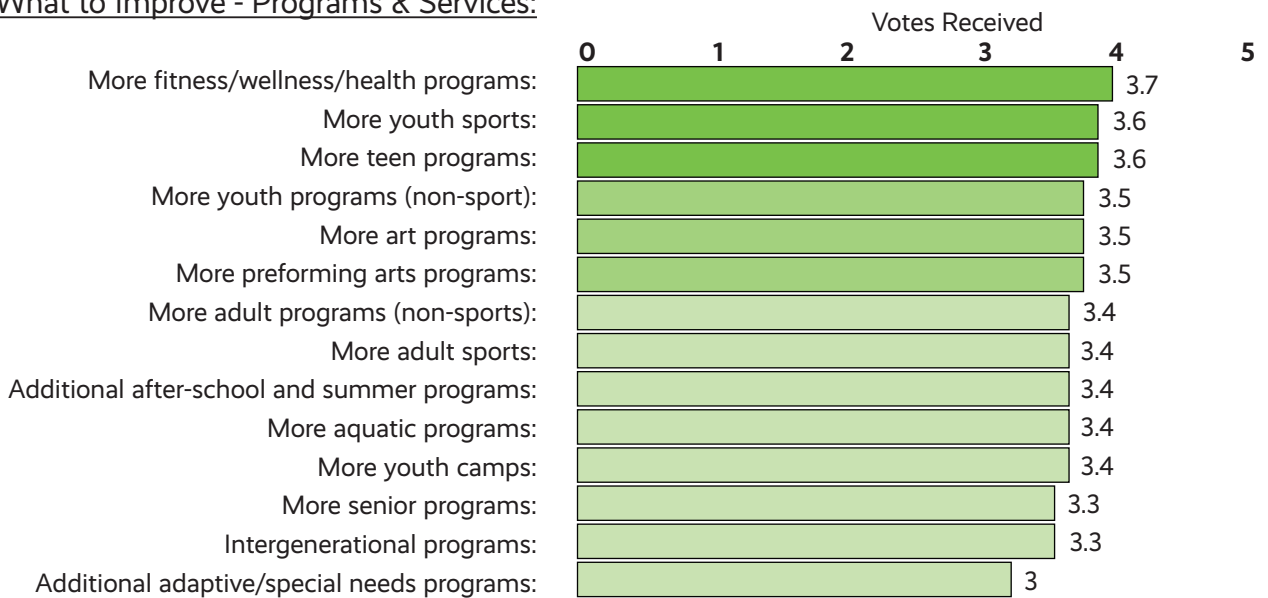


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

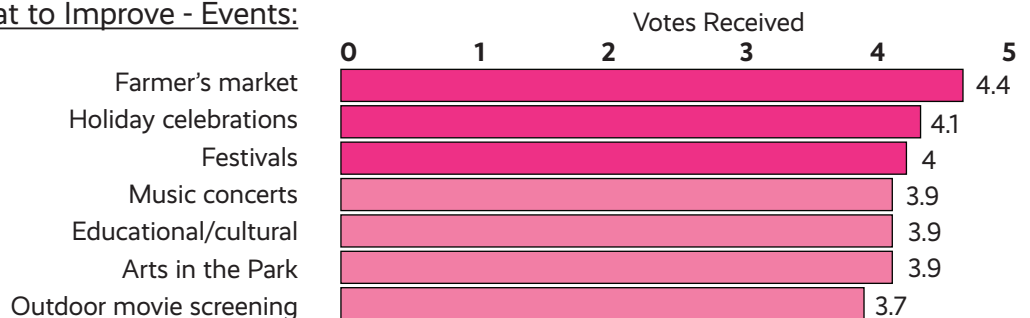


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

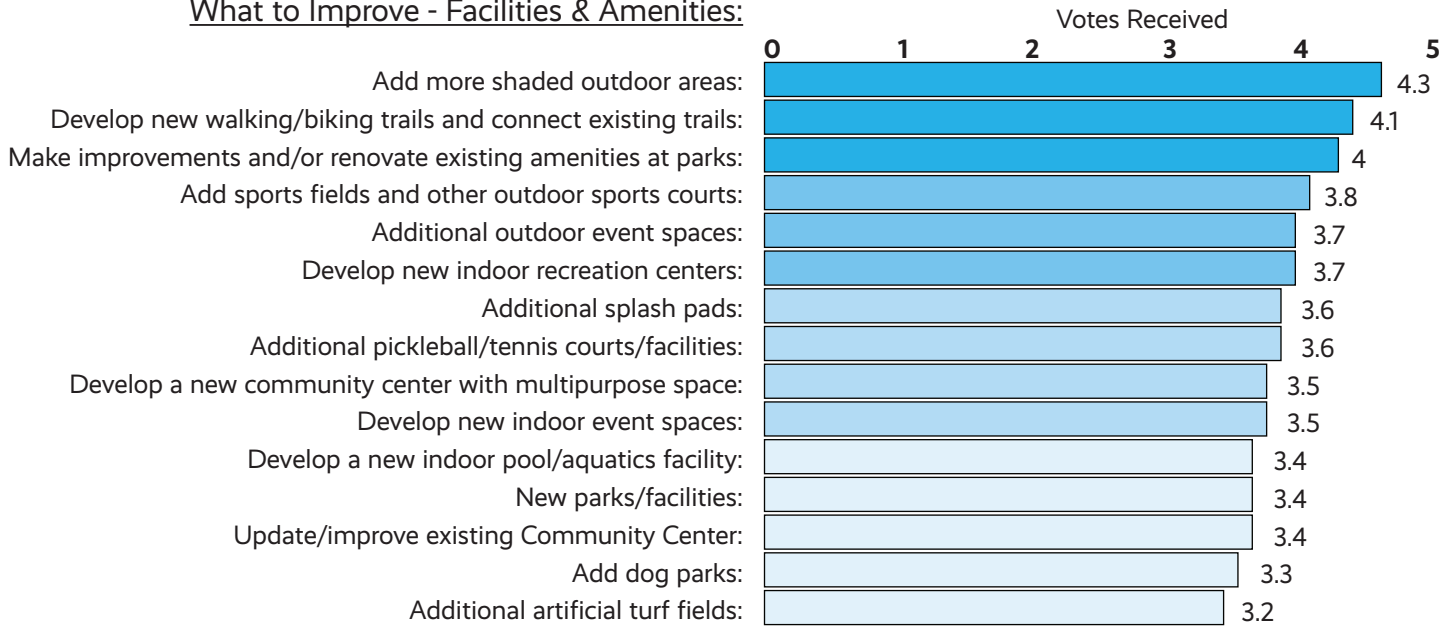


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

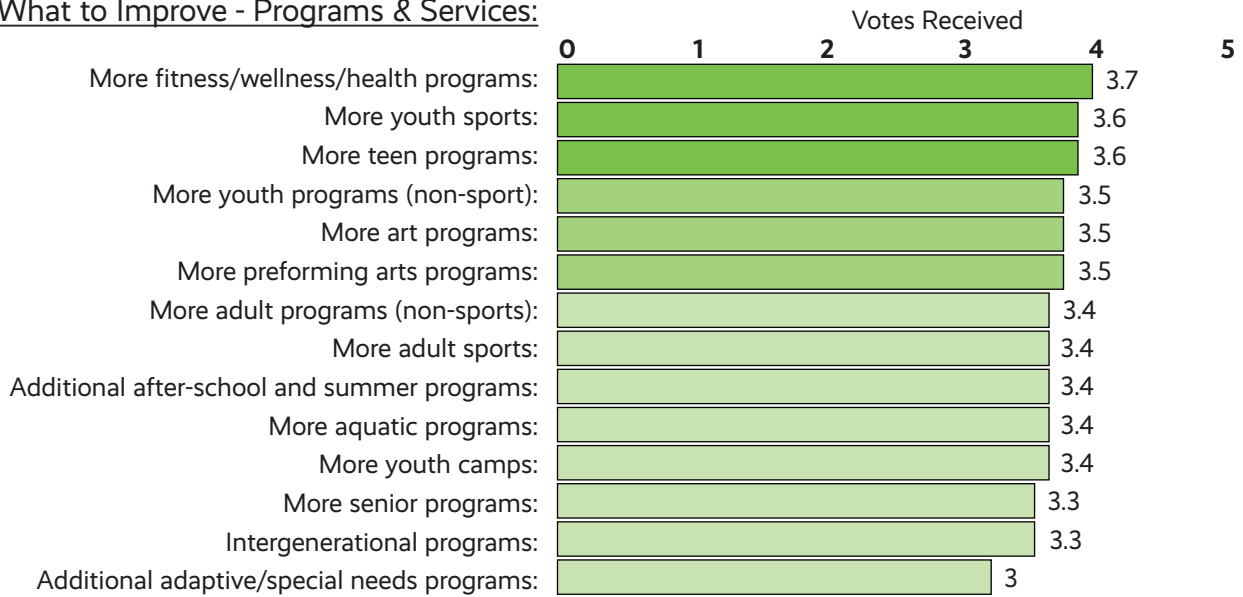


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

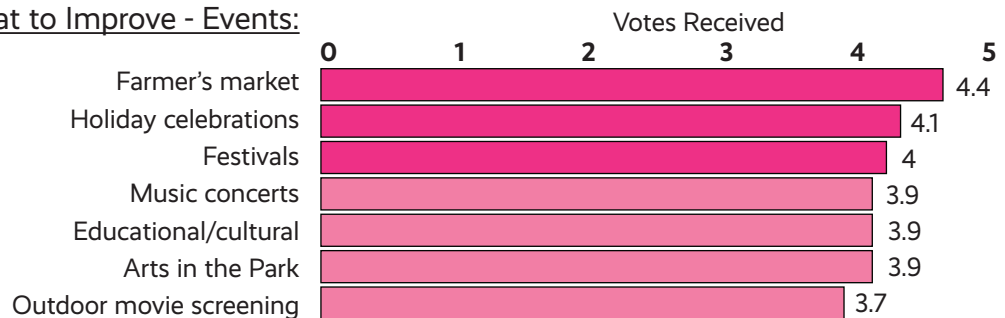


Figure 4.20: What to Improve - Events Graph.







### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.





**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.





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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.

# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**





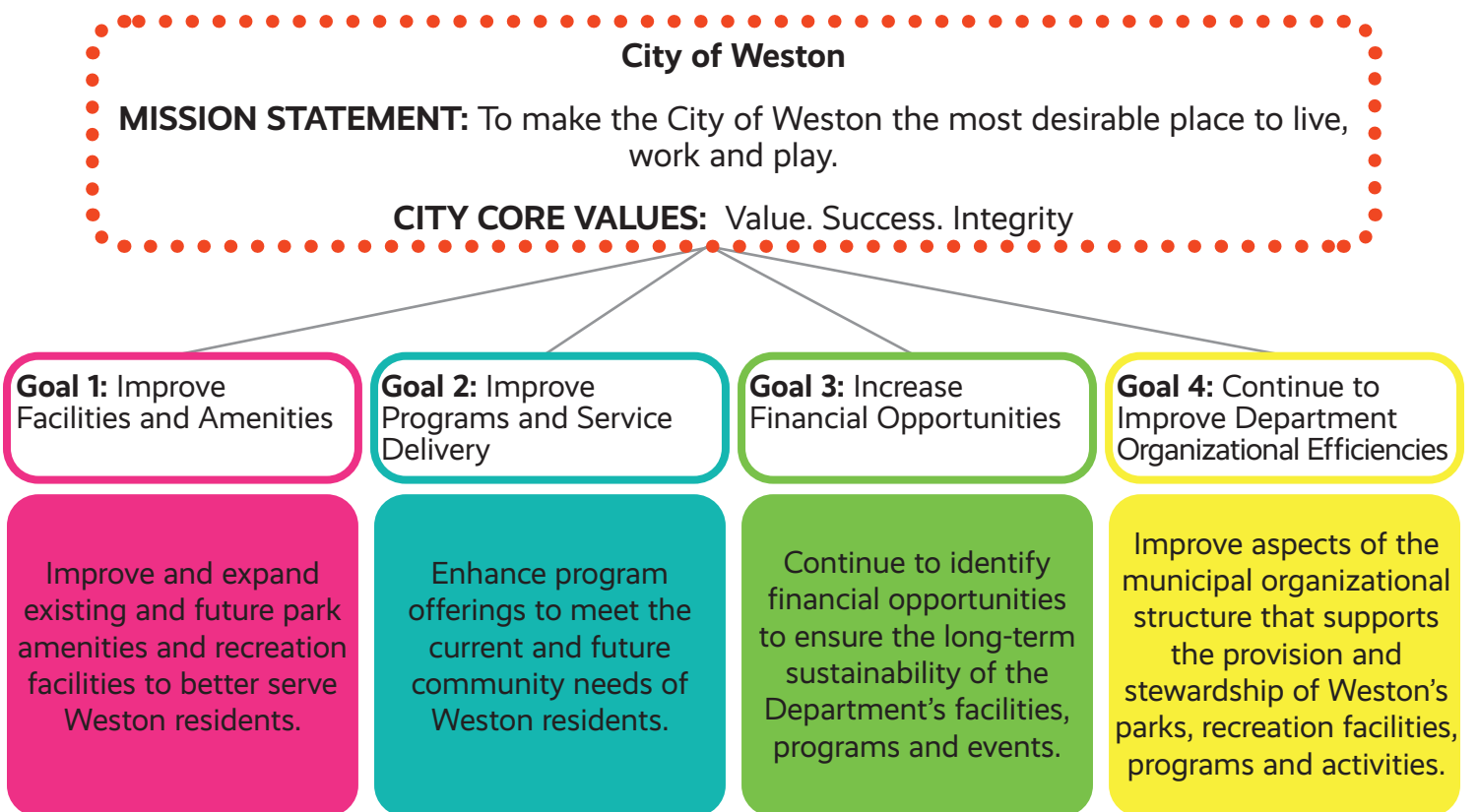
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

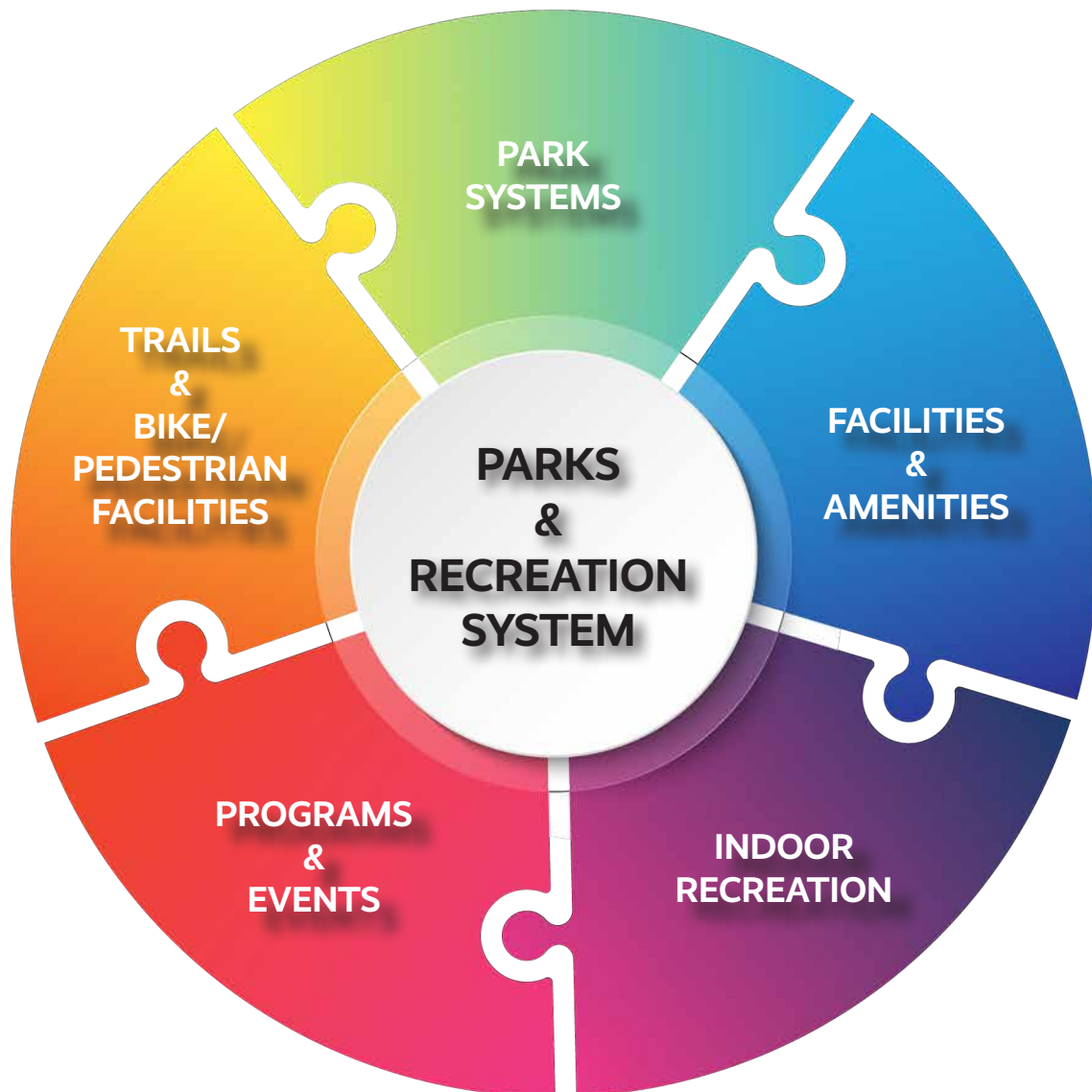


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.







As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.



Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.







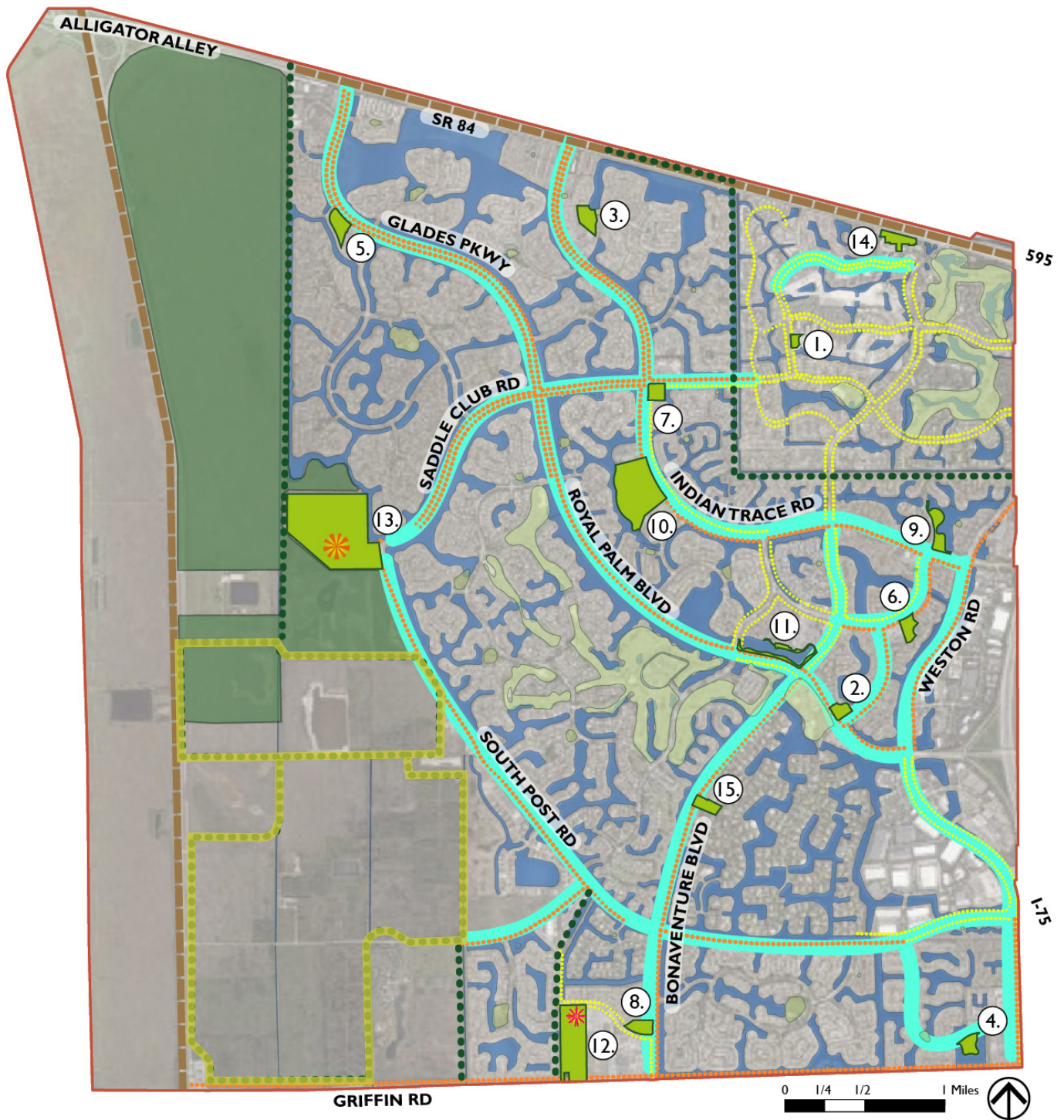
<p>Sand Volleyball</p> 	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
<p>Soccer/Football/Lacrosse Field (Grass)</p> 	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
<p>Tennis Court</p> 	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
<p>Playground</p> 	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Splashpad</p> 	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
<p>Fitness Station</p> 	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
<p>Indoor Community/Recreation Space</p> 	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
<p>Shelter</p> 	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)





<b>1. Park Systems</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
<b>1.1.a</b> Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.b</b> Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.c</b> Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
<b>1.2.a</b> Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
<b>1.2.b</b> Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
<b>1.3.a</b> Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
<b>1.3.b</b> Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
<b>1.4.a</b> Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
<b>1.4.b</b> Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
<b>1.5.a</b> Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
<b>1.5.b</b> Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
<b>1.5.c</b> Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
<b>1.6.a</b> Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
<b>1.6.b</b> Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
<b>1.6.c</b> Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.





## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





4. Programs and Events				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
4.1.a Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
4.1.b 4.1.b Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
4.2.a Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
4.2.b Develop new program and service opportunities.				
Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
4.2.c Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
4.2.d Develop and expand special needs programming				
unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
4.3.a Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
4.3.b Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
4.3.c Develop new neighborhood events				
Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
TOTAL:	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
4.4.a Continue to look for opportunities to expand cultural events through partnerships with existing community organizations				
Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
TOTAL:	\$405,000	\$375,000	\$500,000	\$1,280,000
4.4.b Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>





<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.



Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.







### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

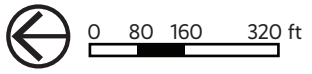
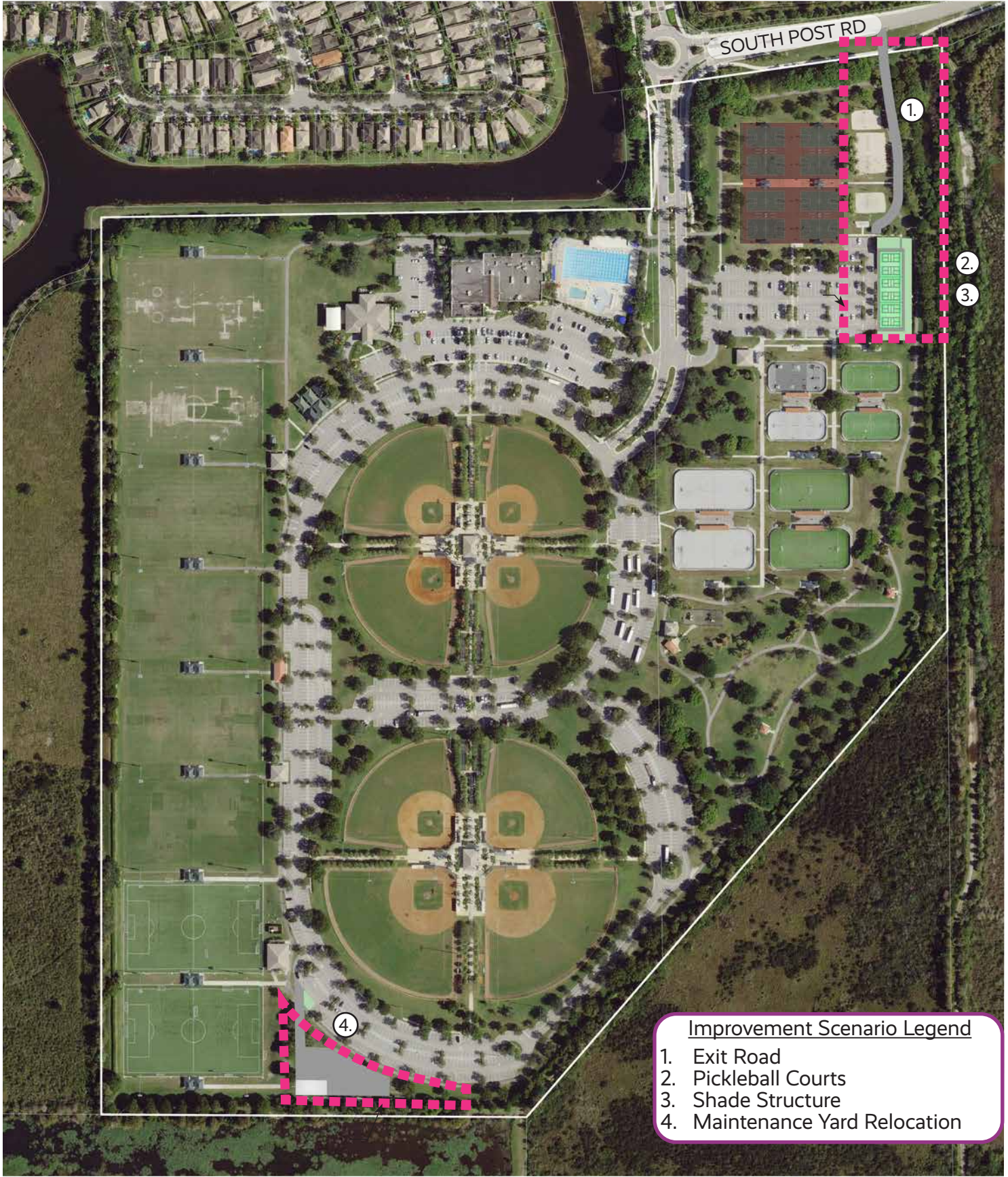
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





### Regional Park Improvement Scenario (Short Term)







<b>Regional Park Improvement Scenario (Short Term)</b>				
<b>Initial Phase Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			<b>Total:</b>	<b>\$4,086,000</b>
			<b>*Grand Total:</b>	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



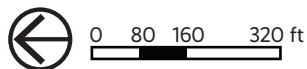


# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



### Improvement Scenario Legend

- 1. Community Center & Backyard
- 1a. Amphitheater
- 1b. Additional Parking
- 2. Central Playground
- 3. Multipurpose Building
- 4. Shaded Fitness Playground
- 5. Multipurpose Artificial Turf Fields
- 6. Baseball Artificial Turf Fields
- 7. Hockey Rink/ Turf
- 8. Pickleball Courts
- 9. Shade Structure
- 10. Trailhead







<b>Regional Park Improvement Scenario (Mid-Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

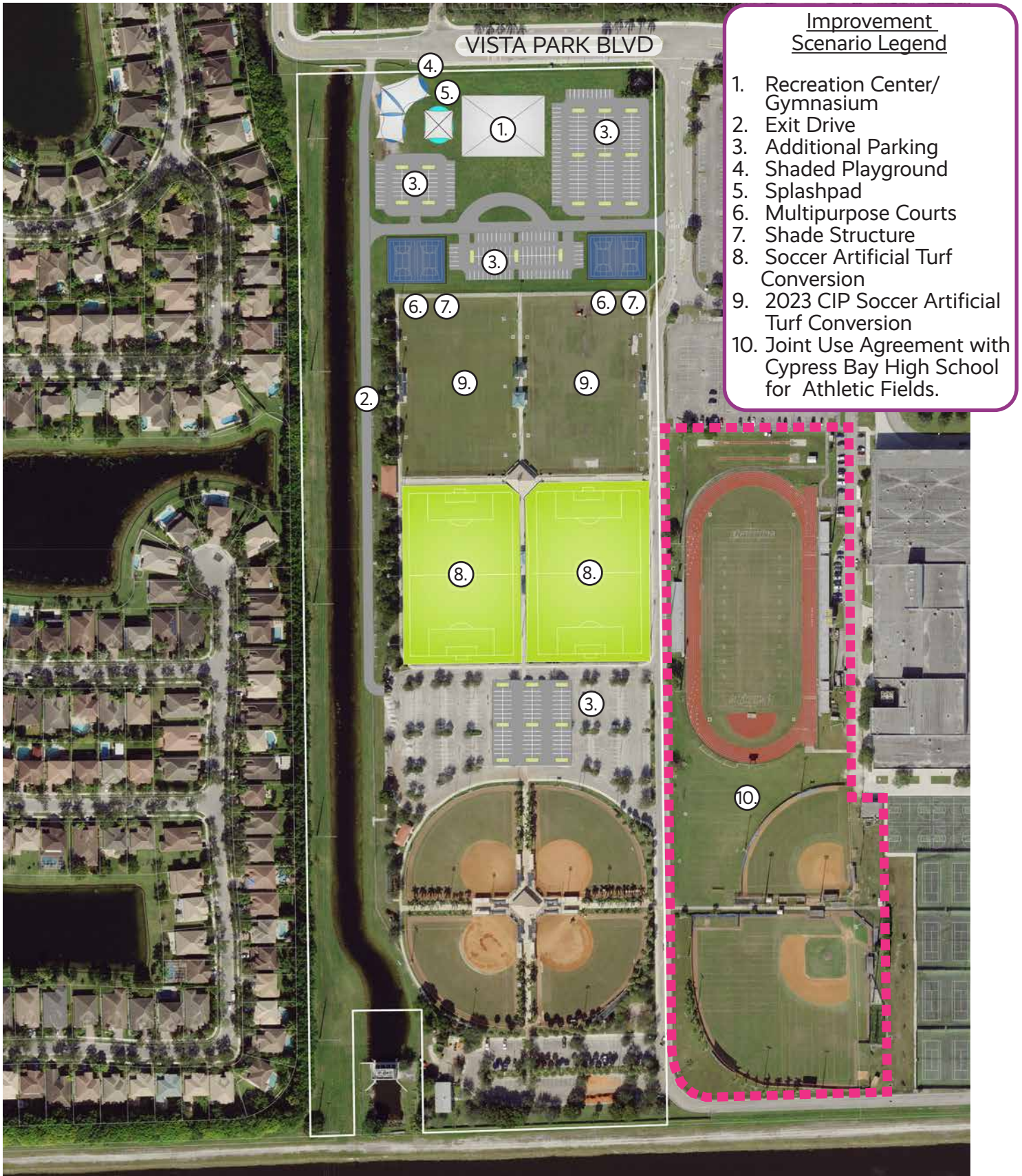
<b>Regional Park Improvements (Long Term)</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



## Vista Park Improvement Scenario







Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.



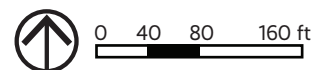


### Eagle Point Park Improvement Scenario



Improvement Scenario Legend

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts







<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.



## Windmill Ranch Park Improvement Scenario







<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.

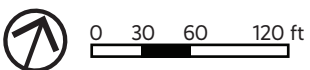


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

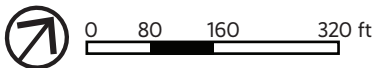
Table AP.7: Heron Park Improvement Scenario Cost.



## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk







<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.



## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

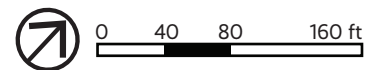
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario







<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

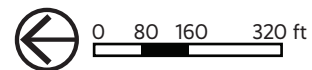
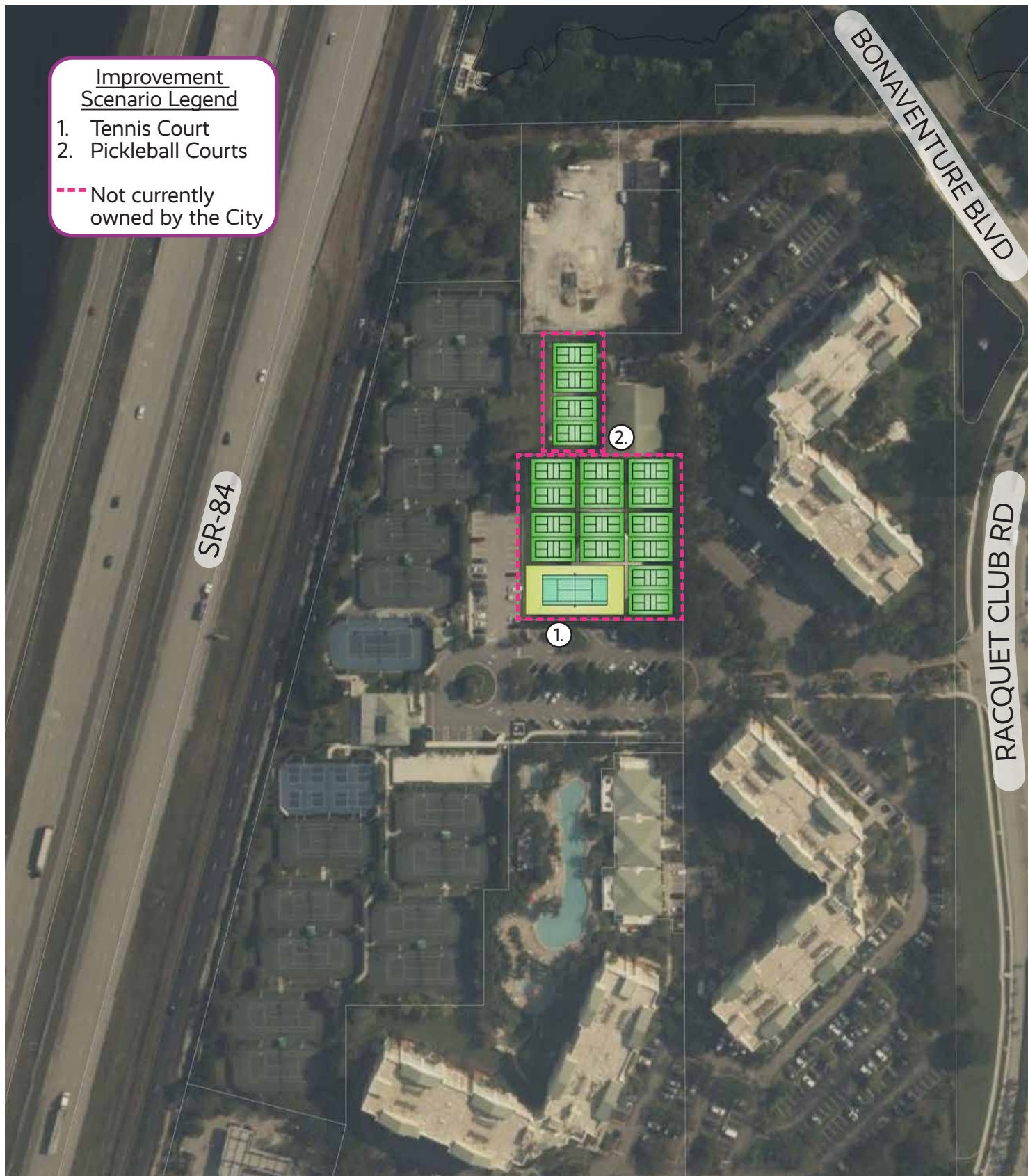
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.10: Gator Run Park Improvement Scenario Cost.





# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:







- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply





with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00







Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00



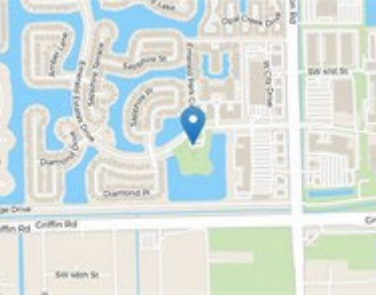

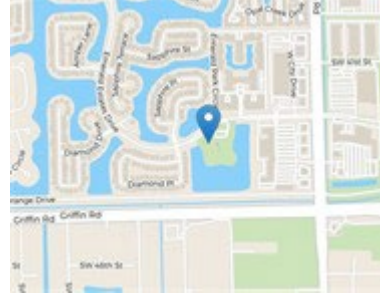
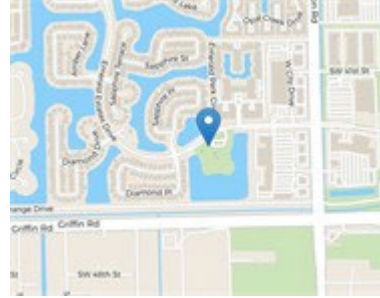



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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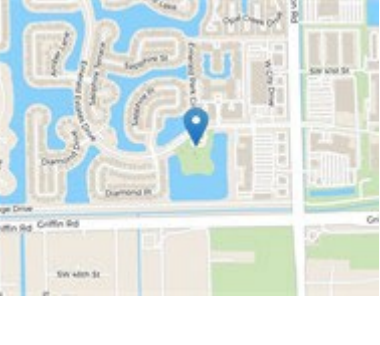

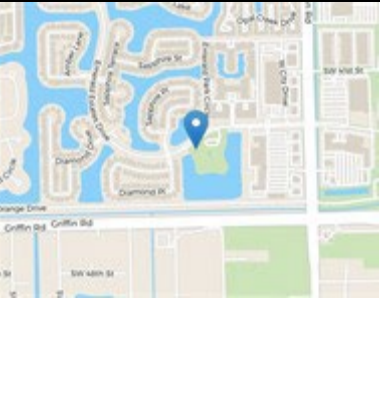

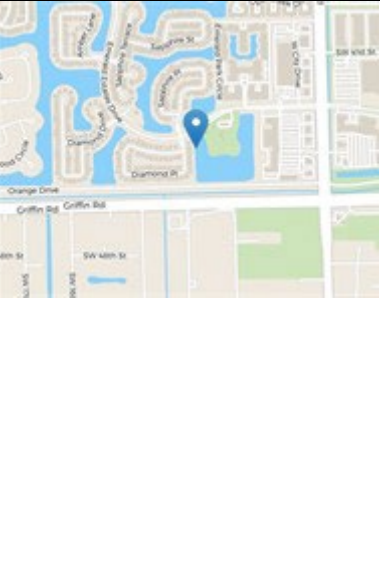



# ADA FIELD EVALUATION

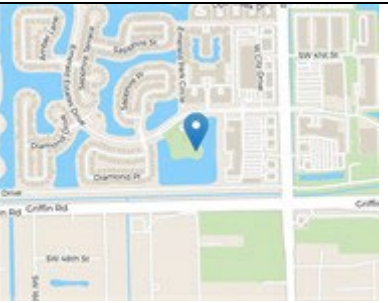

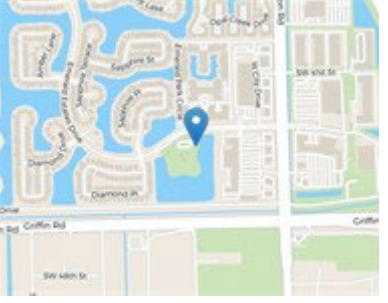

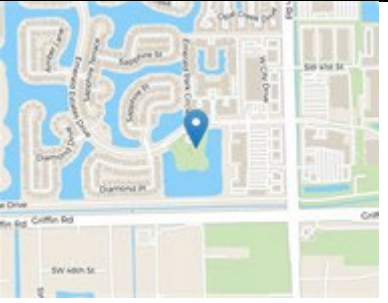

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

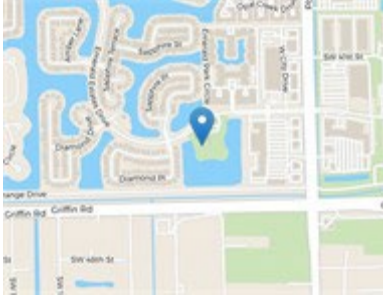

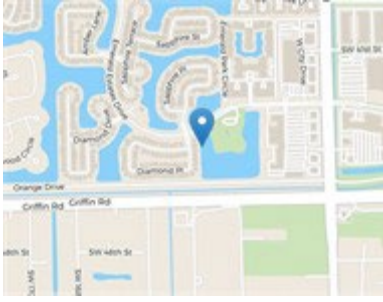

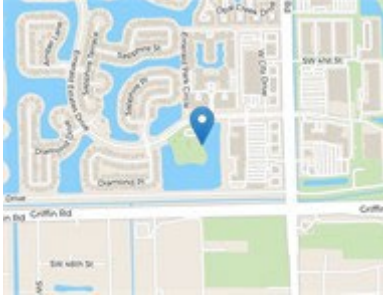



<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			





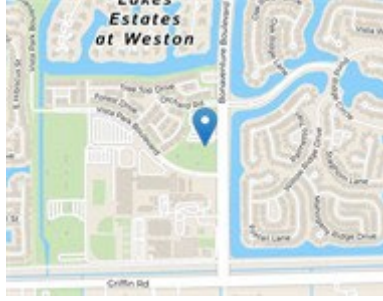

<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

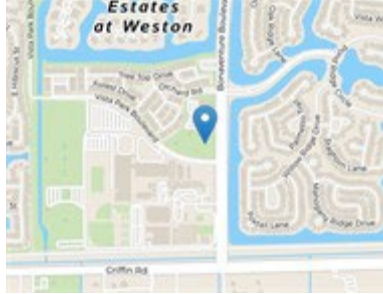





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




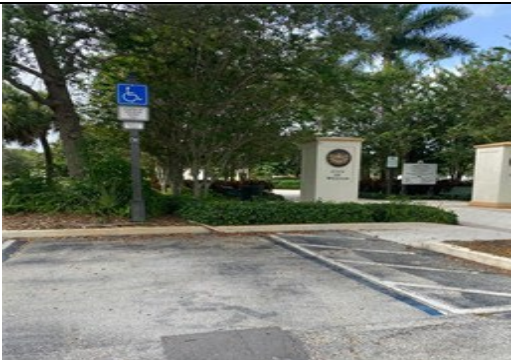

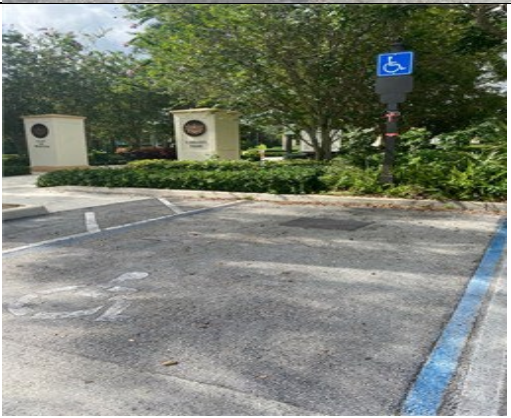


<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	

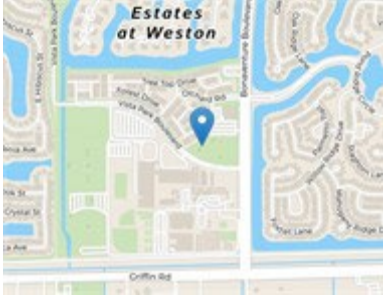




<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	












<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	

<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				







<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

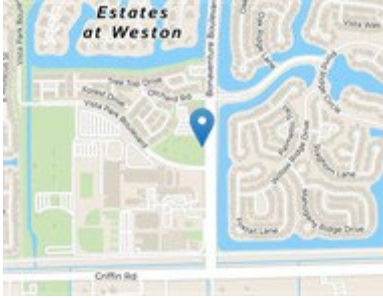





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	



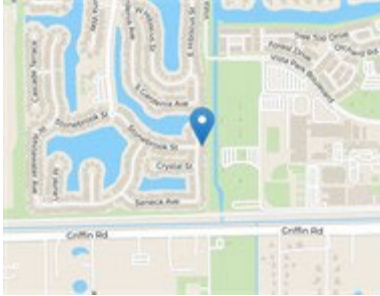

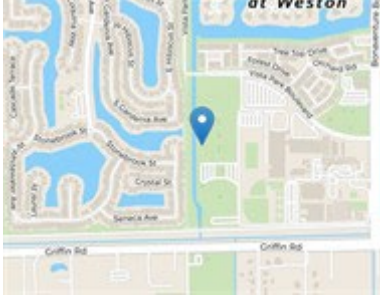

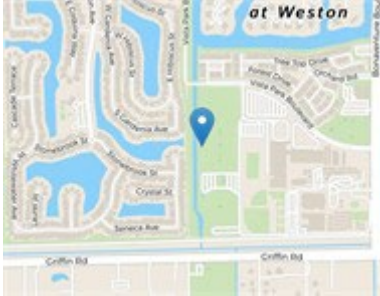

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	








<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

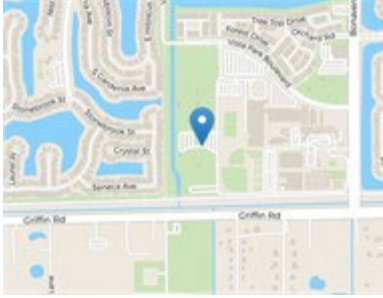

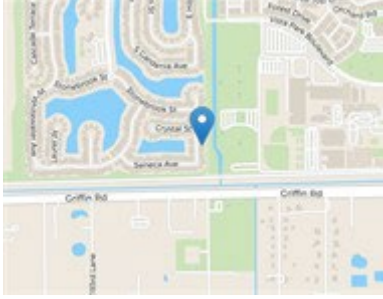


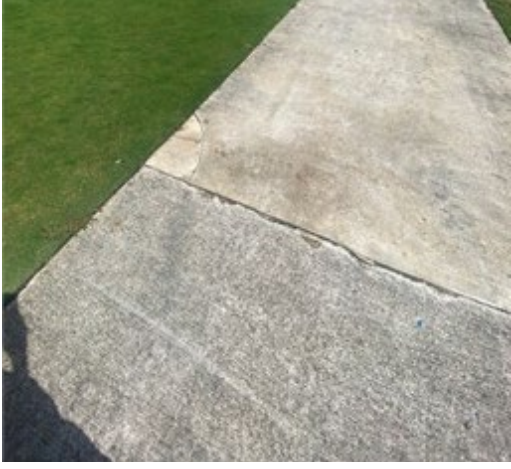


<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



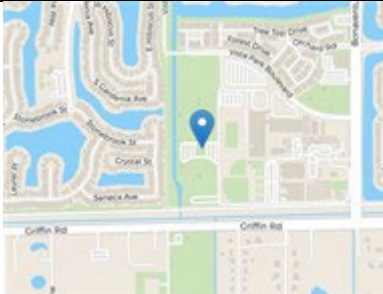



<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





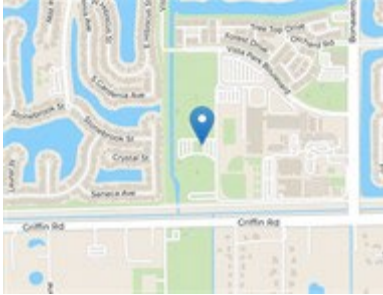



<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



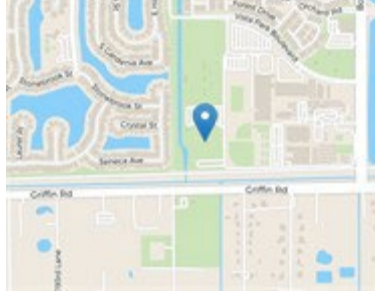



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	



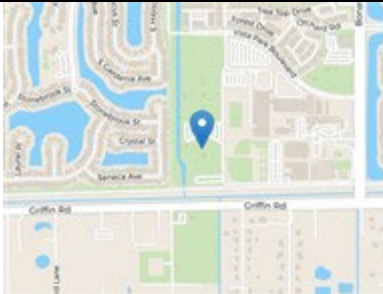




<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	





<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



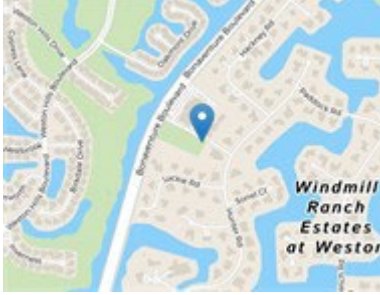



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				









<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

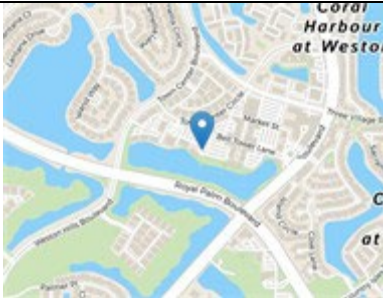

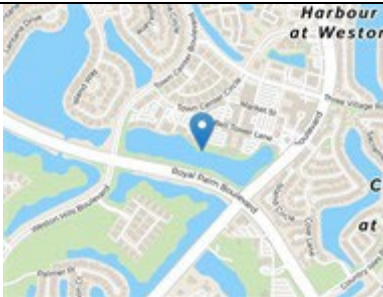

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


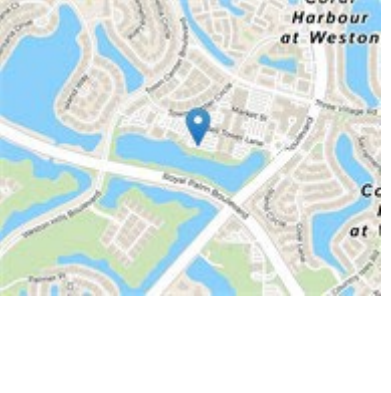

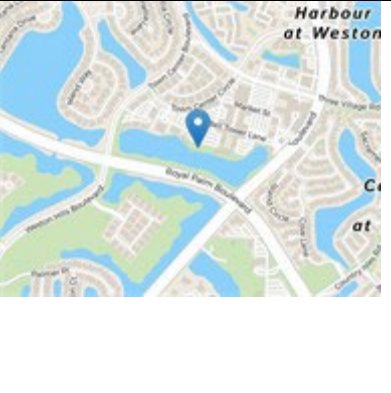



<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

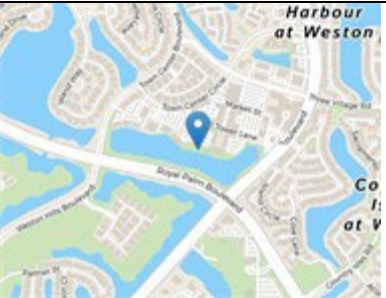

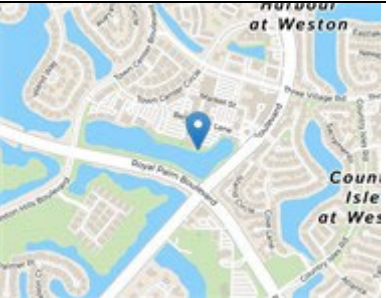

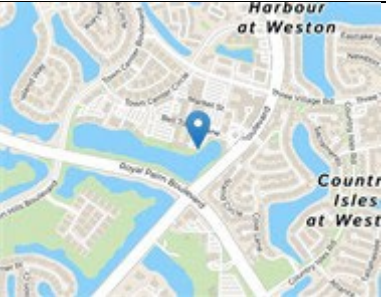

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

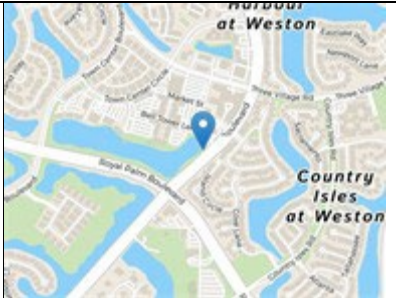





<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

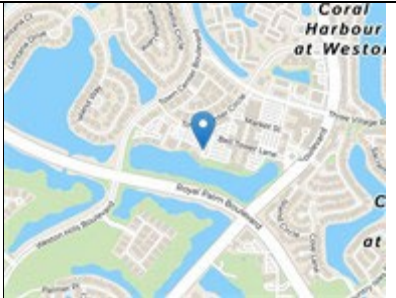

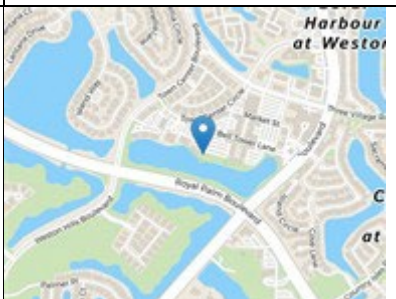

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



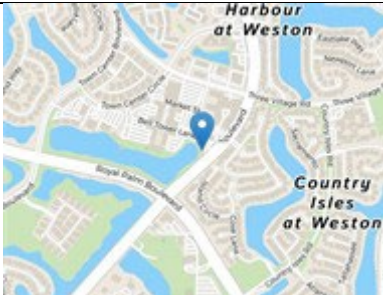

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	









<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	



<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


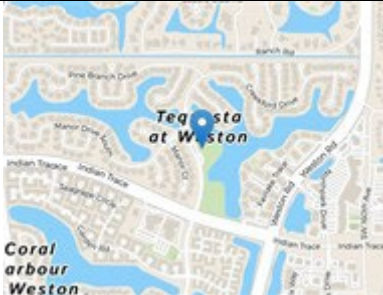
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



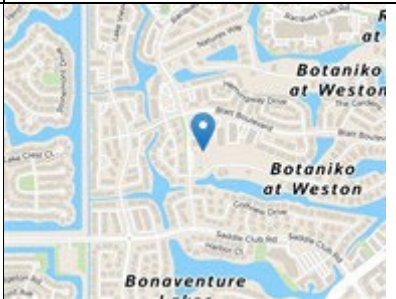


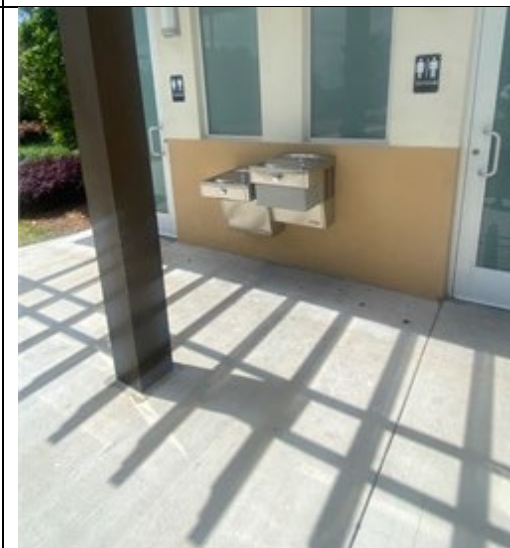


<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


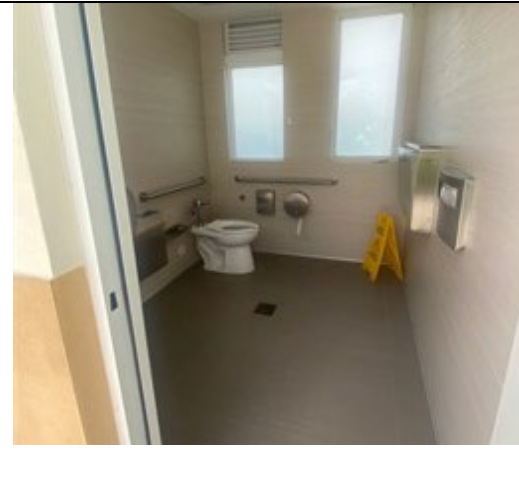




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

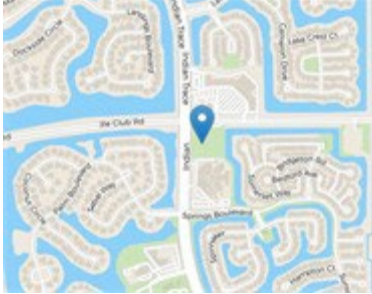





<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



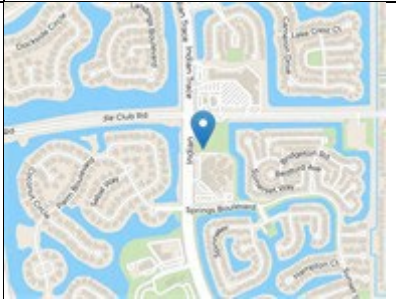

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


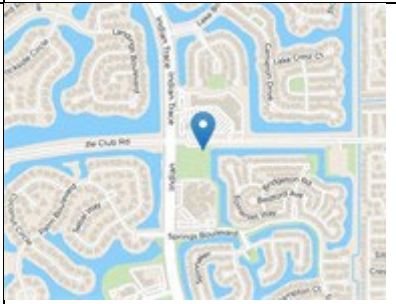


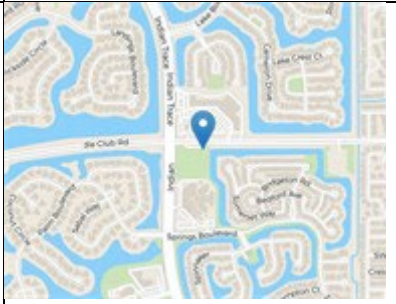



<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


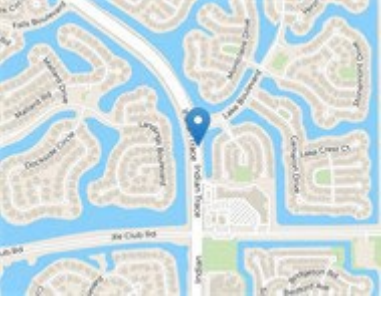

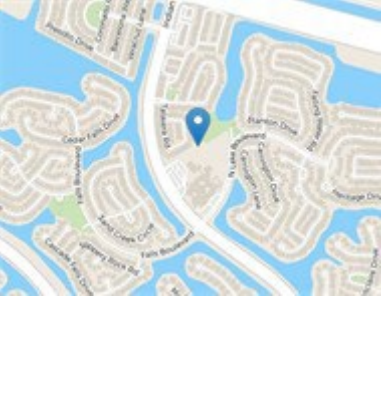

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

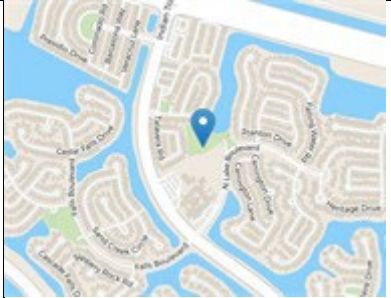

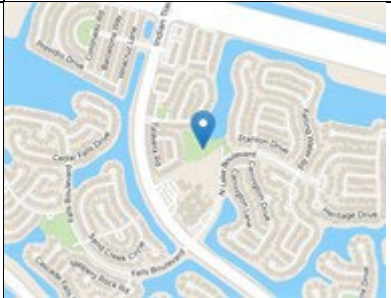

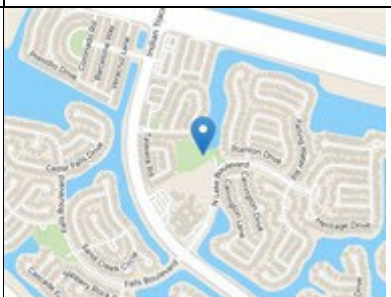



<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			

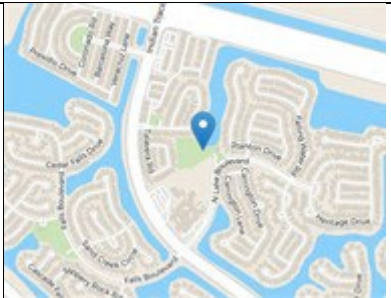

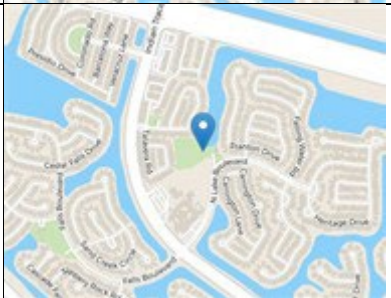


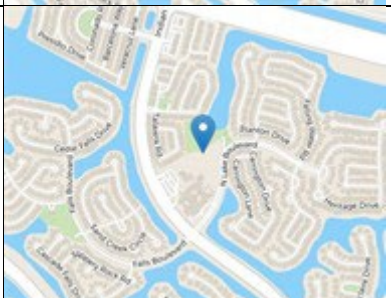

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

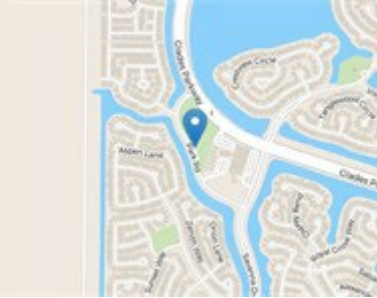

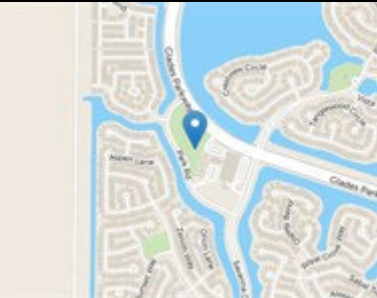

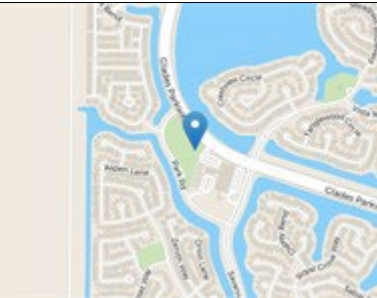



<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

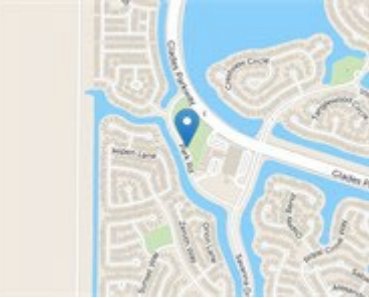

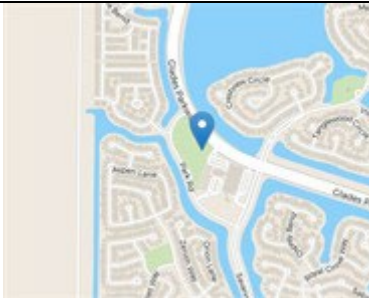


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


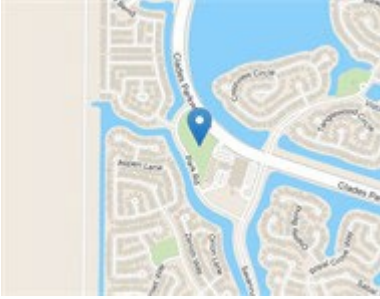

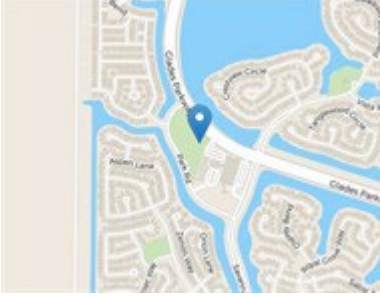



<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

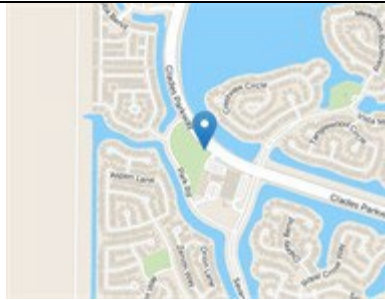

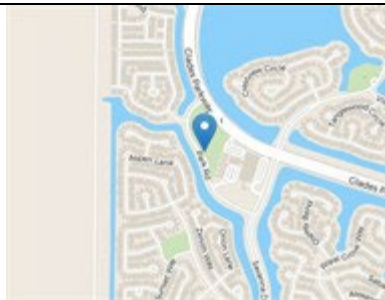
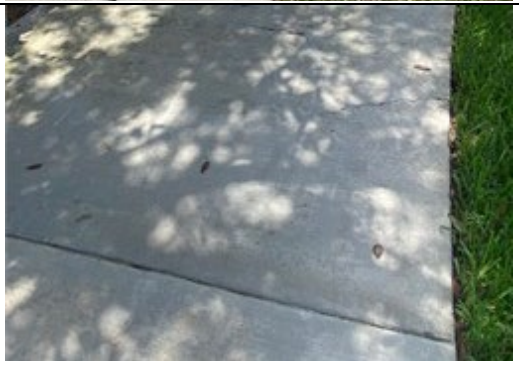
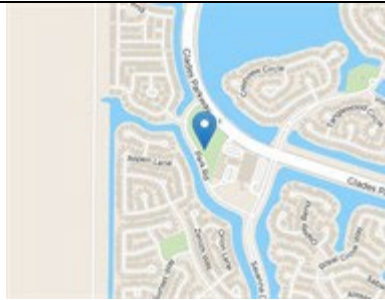



<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

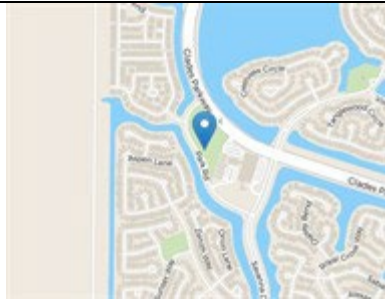

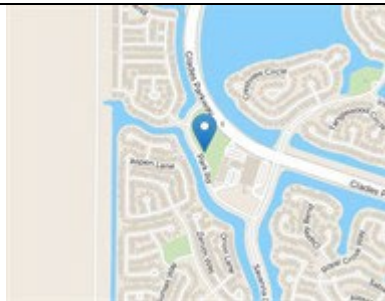

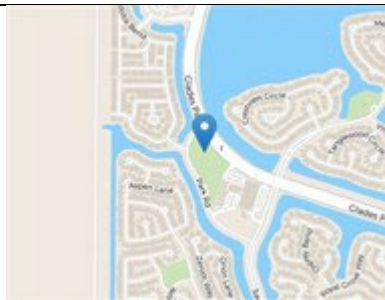

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


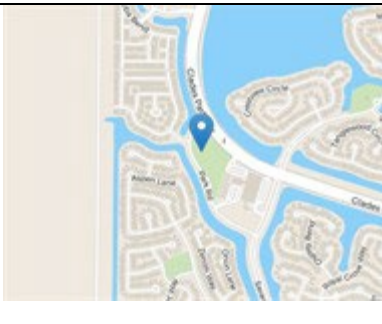
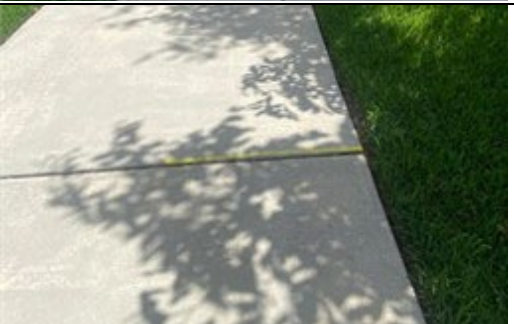
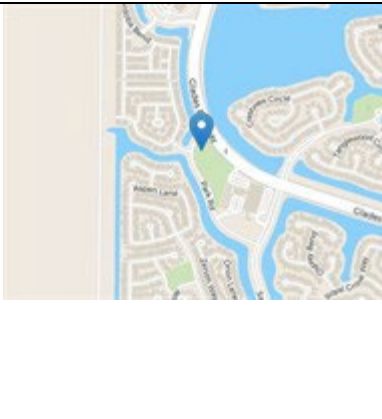

<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

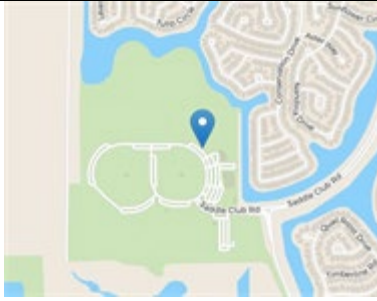

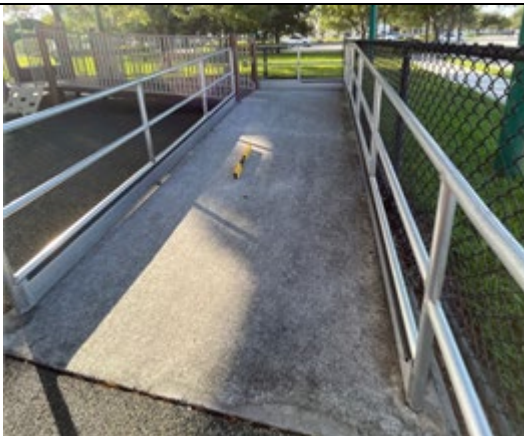



<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

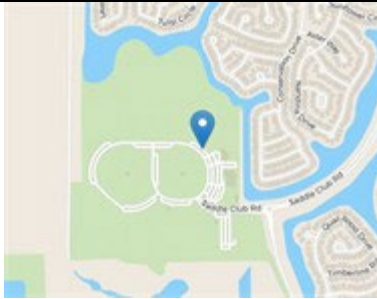

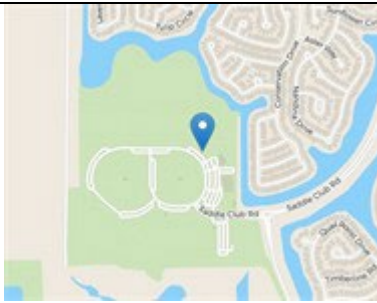

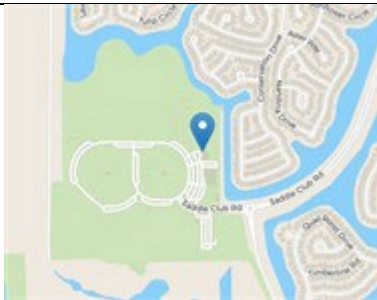

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



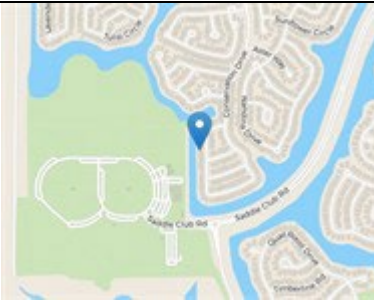

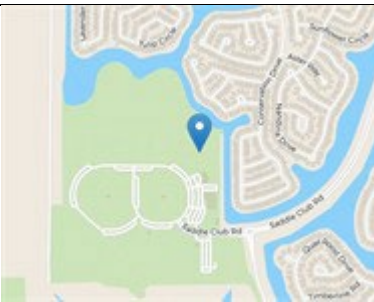

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			



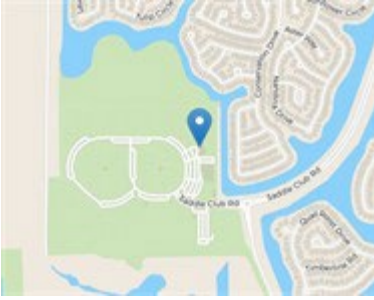

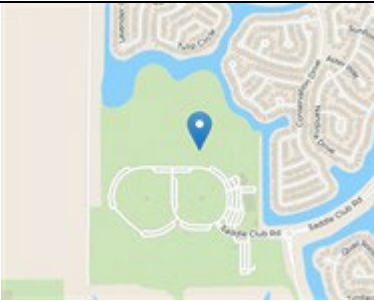

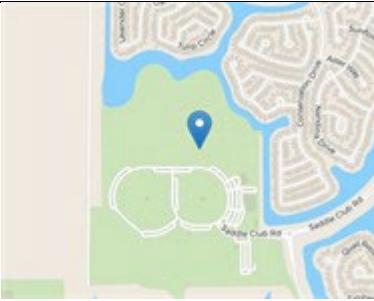

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

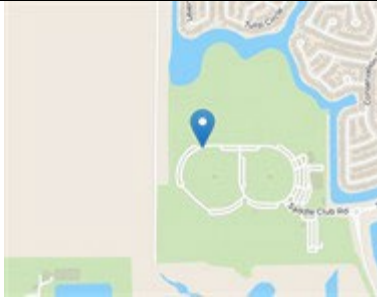


<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

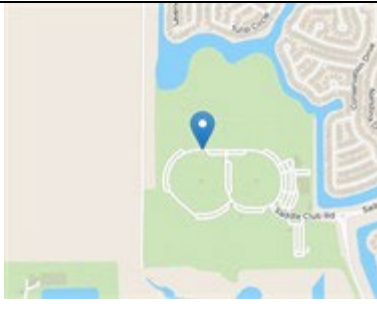

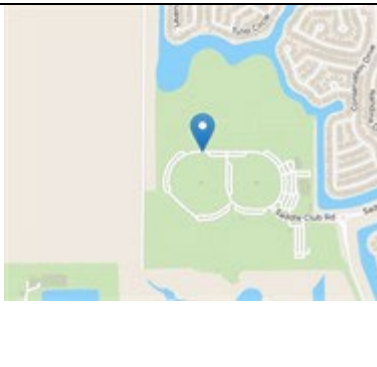

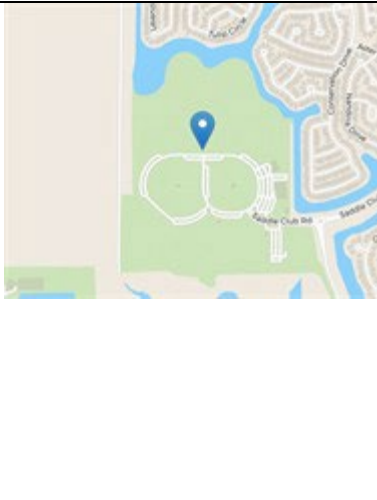
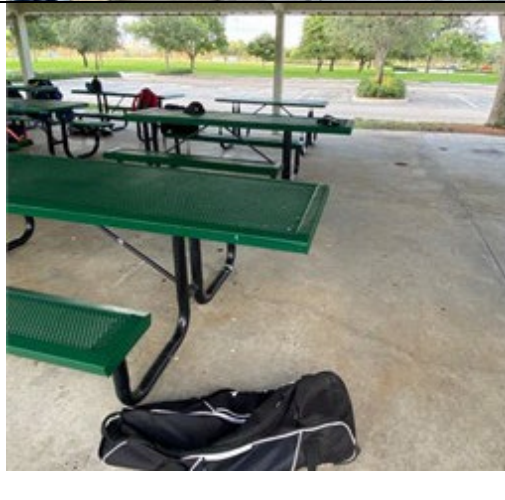
<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

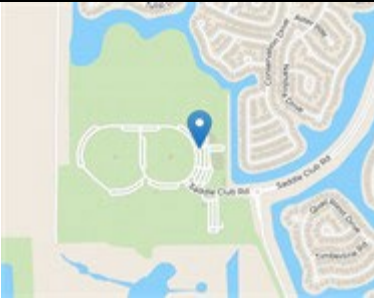

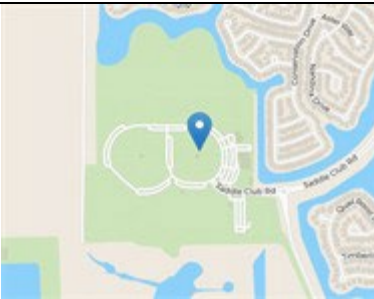

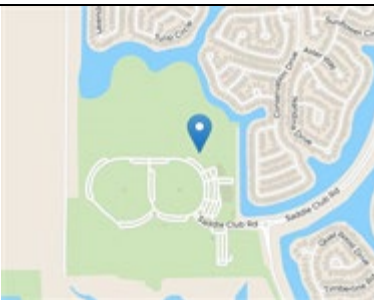



<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

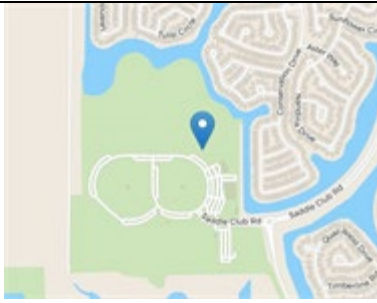


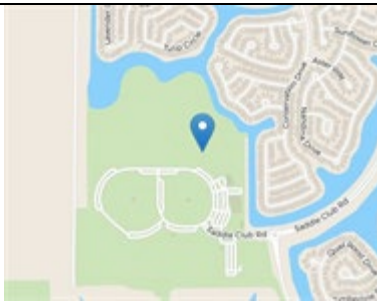

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

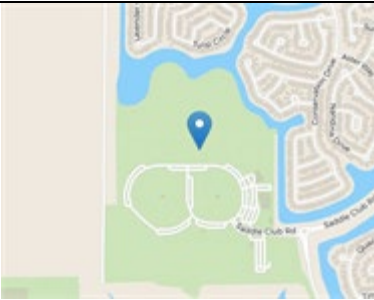


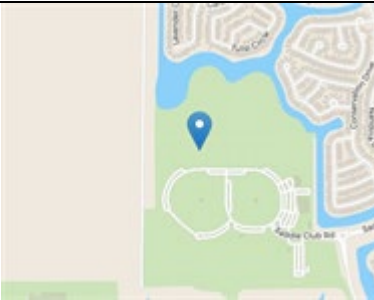



<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

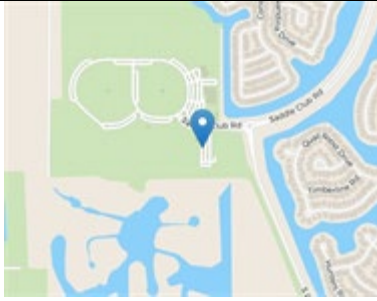

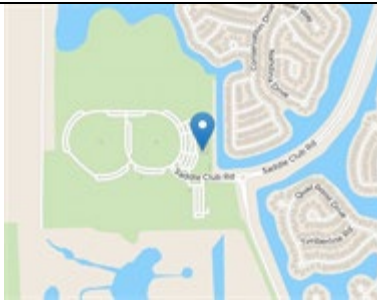

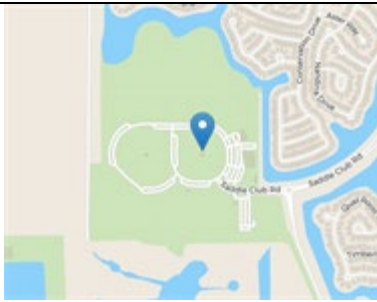

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


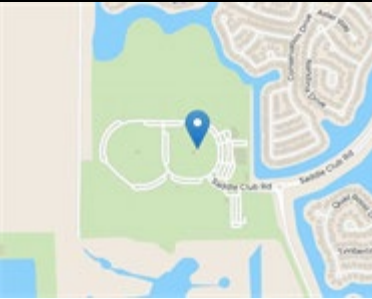




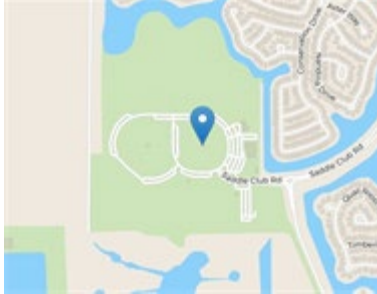

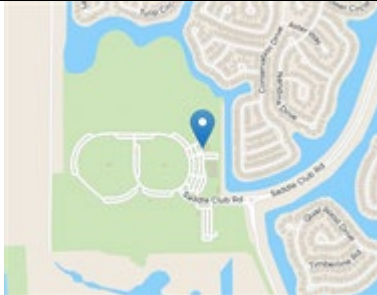

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

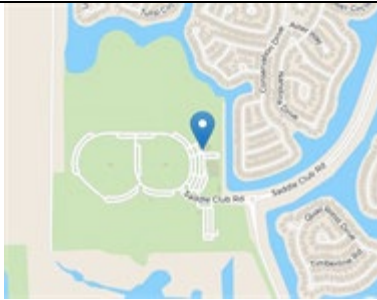

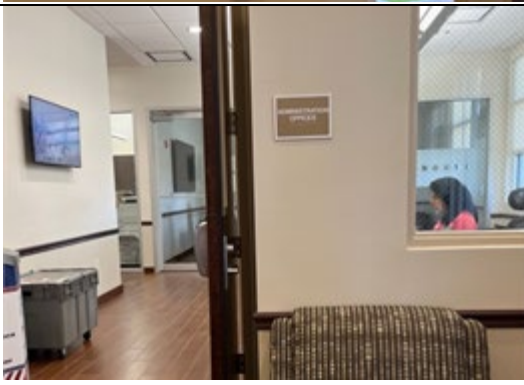
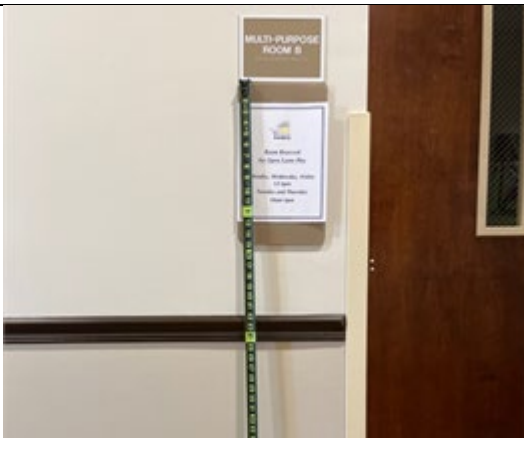


<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

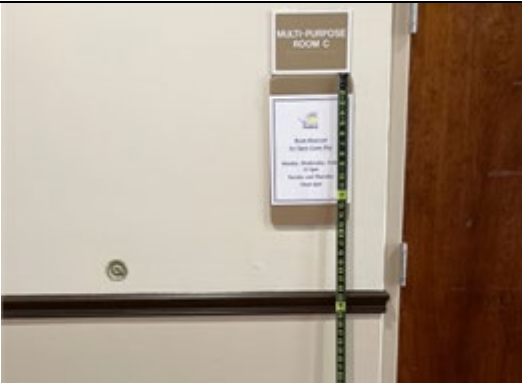

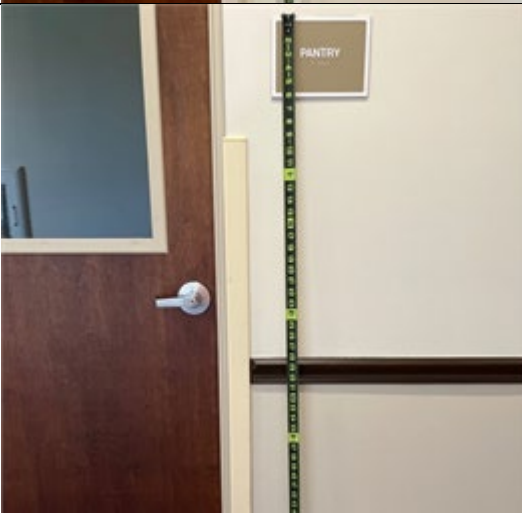
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			


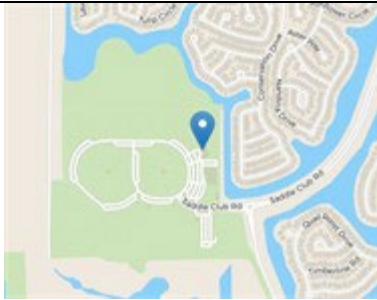
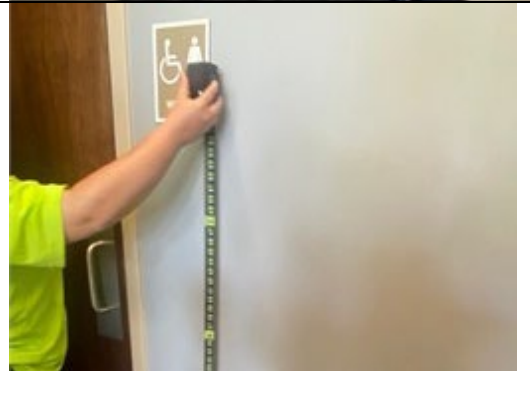
<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

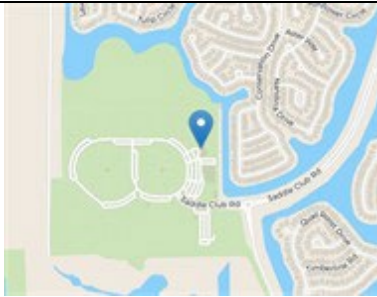
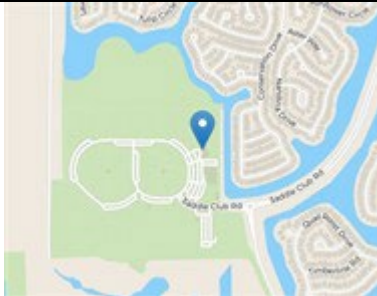



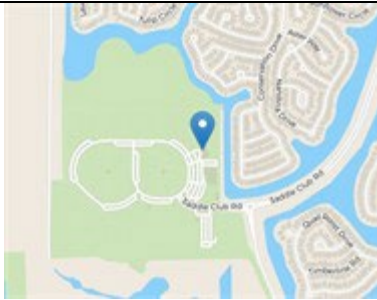

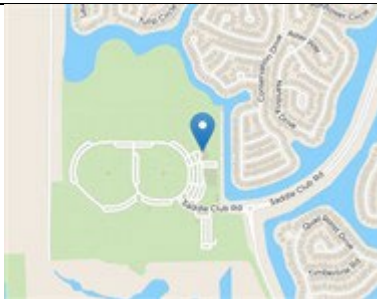
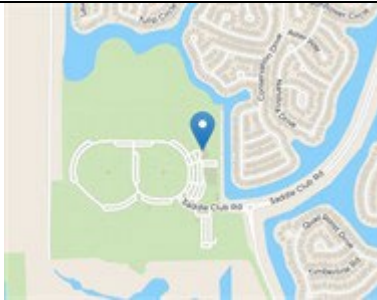

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	



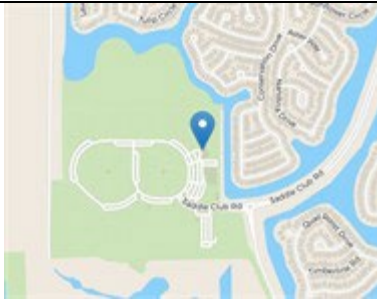

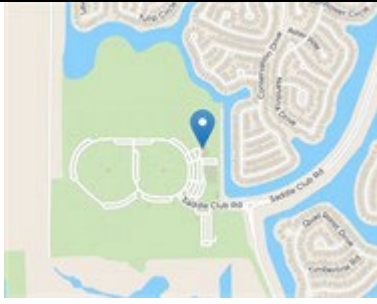

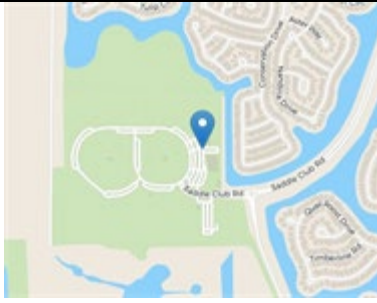

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



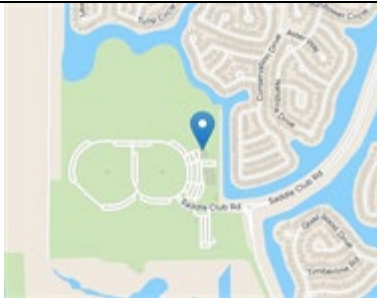

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

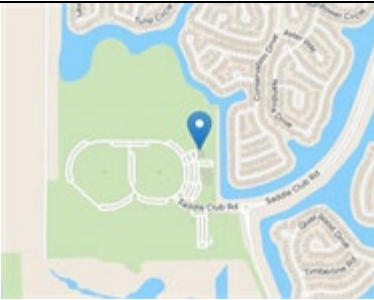

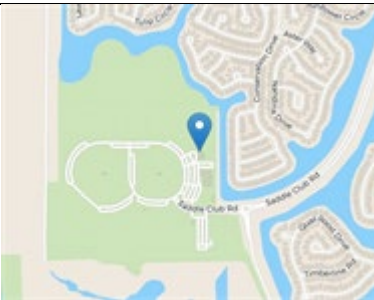

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

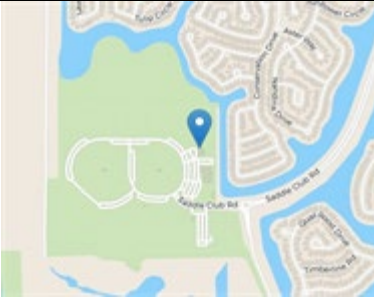


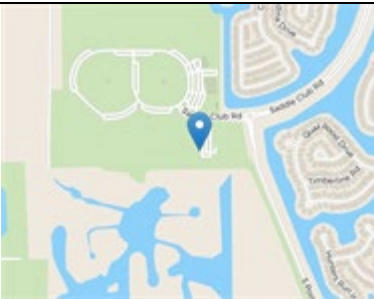

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



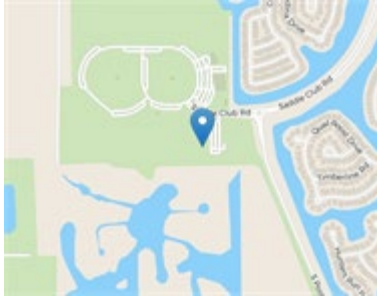

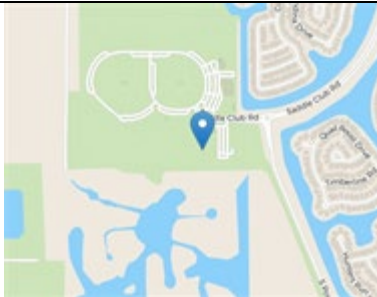

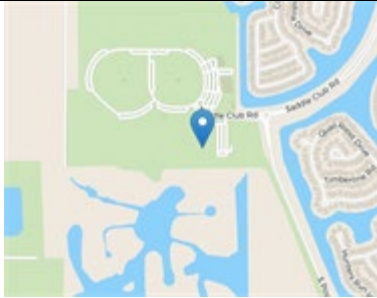

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

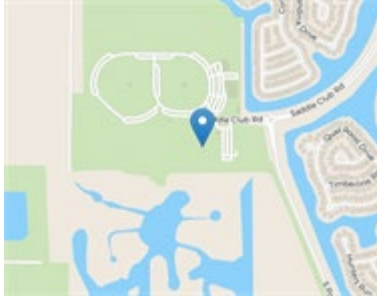


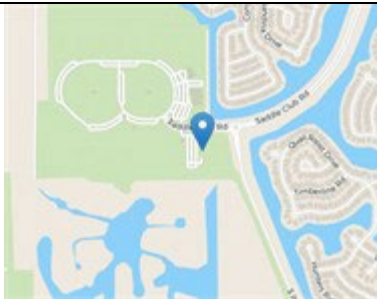

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

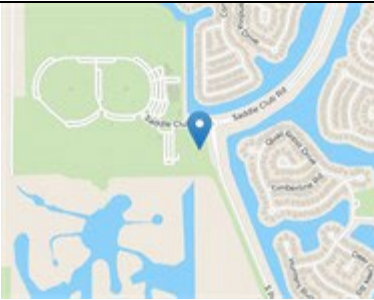

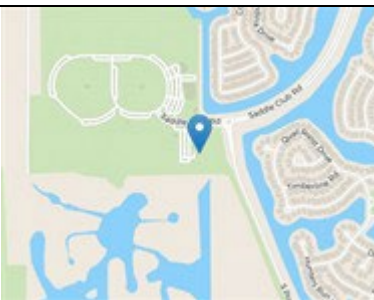

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

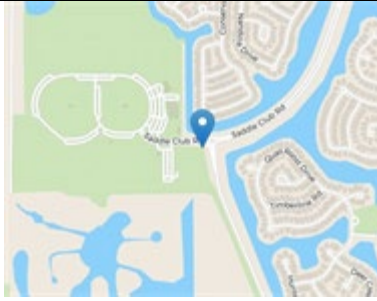




<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

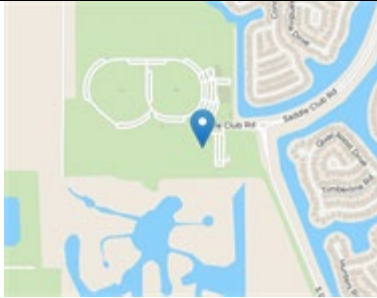

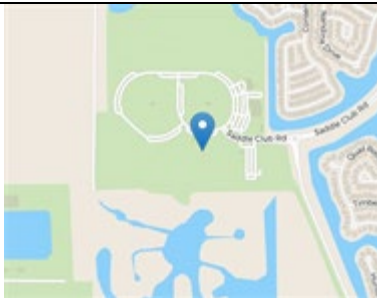

<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

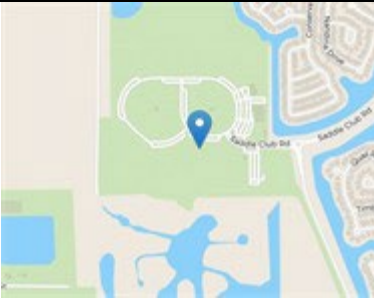

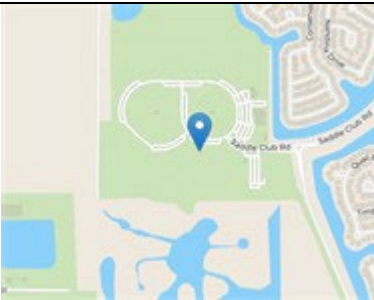



<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

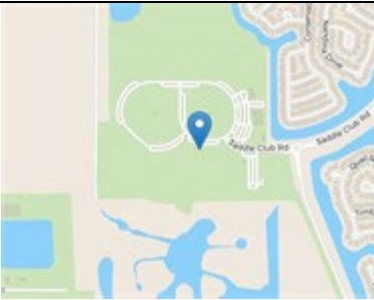

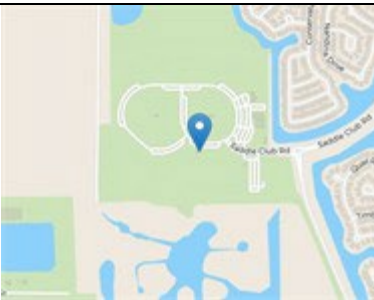

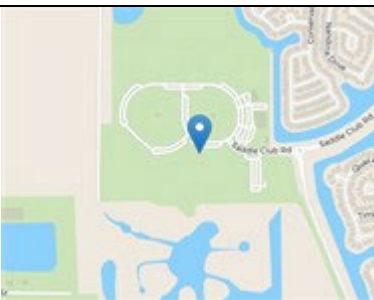



<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

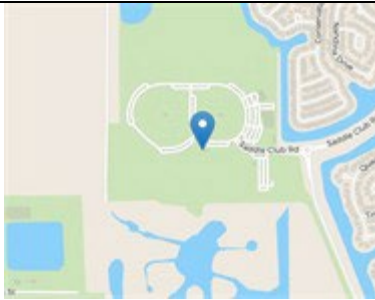

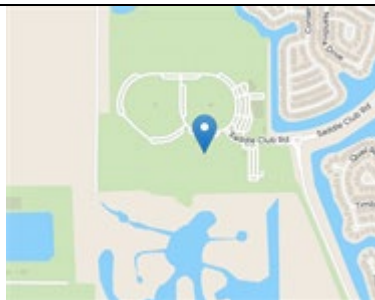



<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

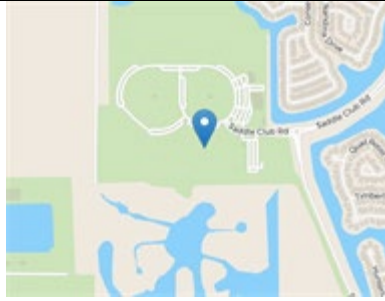

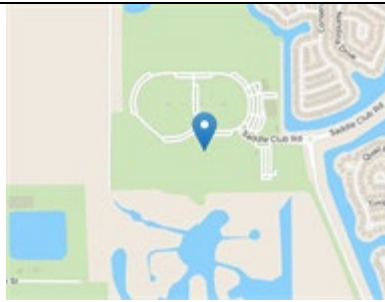

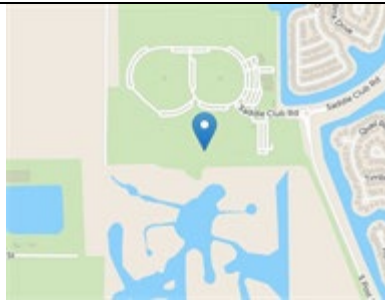

<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

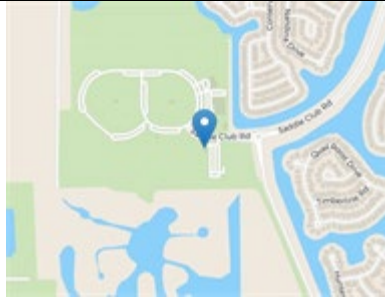

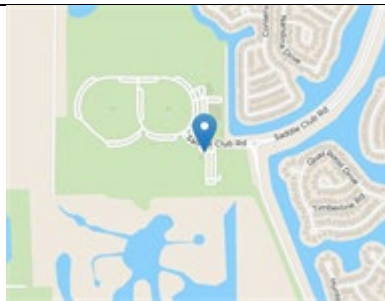

<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



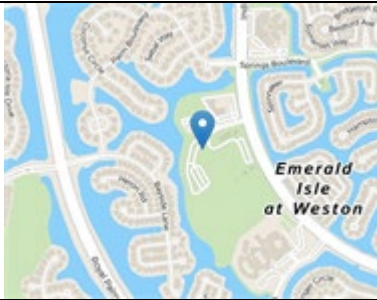

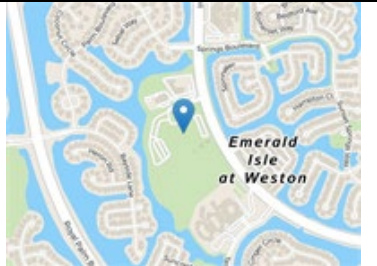

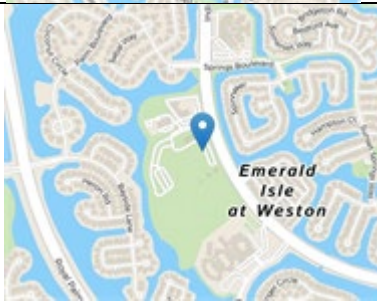



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

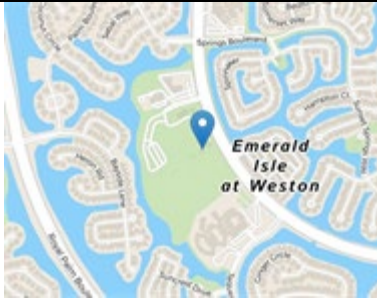

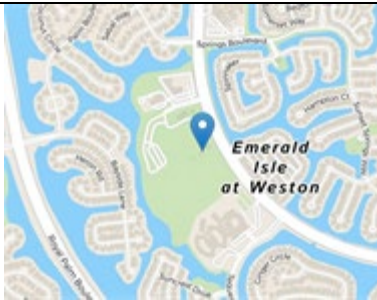





<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

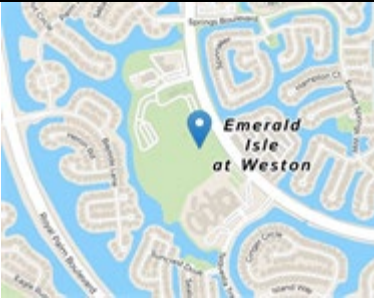




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



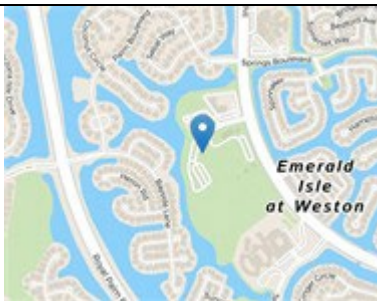



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			




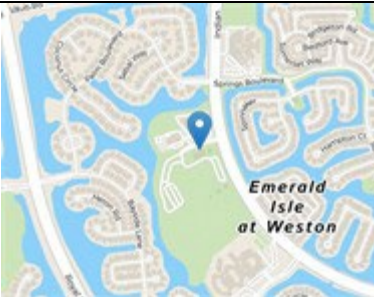



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	

<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



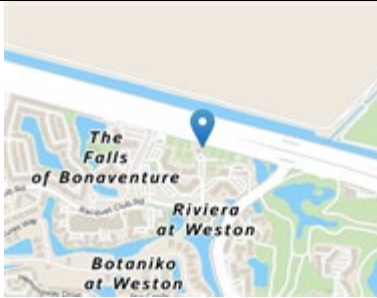

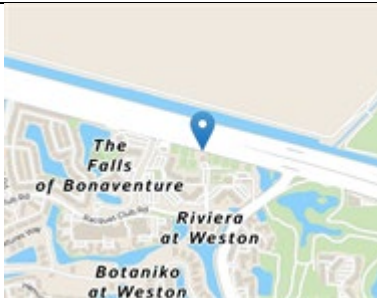

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

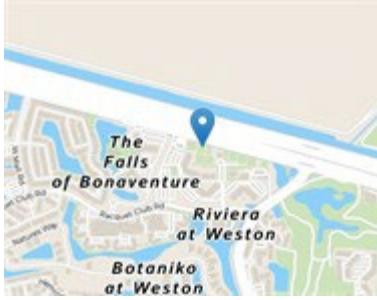

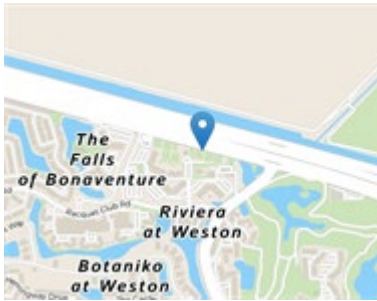

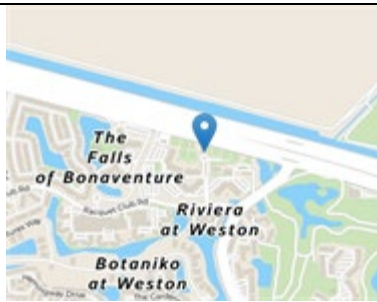
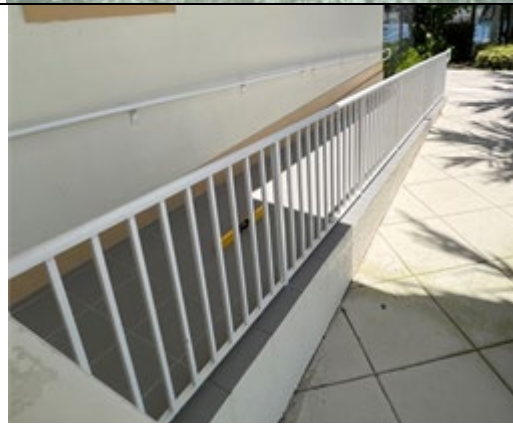
<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	



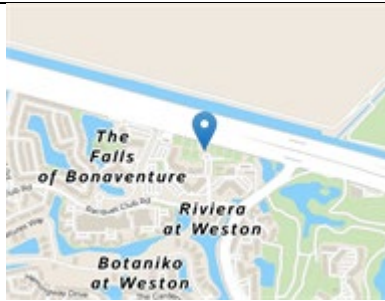

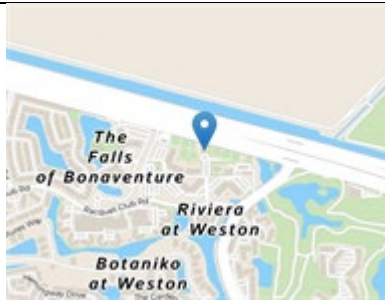

<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



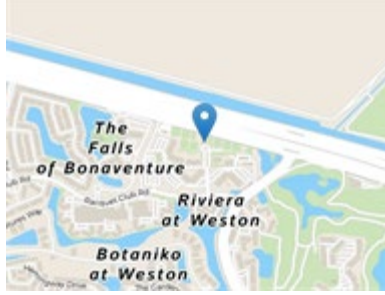

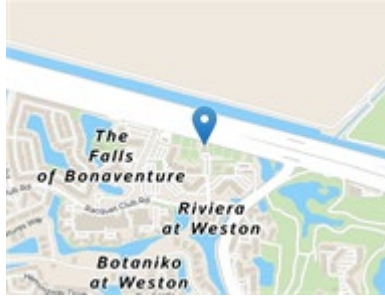

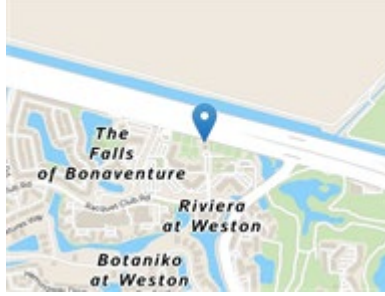

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			



<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the







number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation







- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

- A. Room Rental Hourly Fees
1. Multipurpose Room (entire room) ..... \$150.00 per hour
  2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
  3. Multipurpose Room (one-third of room)..... \$50.00 per hour
- B. Room Rental Reservation Deposit..... \$100.00
- The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.
- C. Damage Deposit
1. Multipurpose Room (entire room) ..... \$300.00
  2. Multipurpose Room (two-thirds of room) ..... \$200.00
  3. Multipurpose Room (one-third of room)..... \$100.00
  4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.
- D. Programs by Independent Contractors
1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

\* **Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

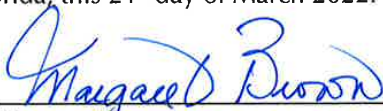
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

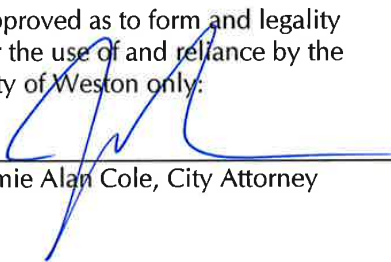
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

### **6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

### **7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

### **8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.







## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Kara Petty

Print Name

Bryan Beard

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and





WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.





14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.





## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
  
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.





- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.





## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.





- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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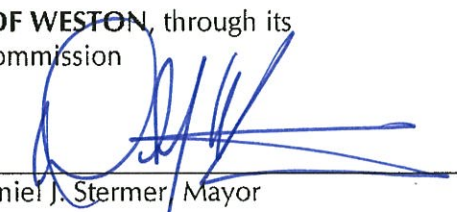




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission

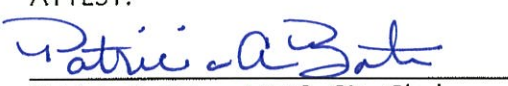
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

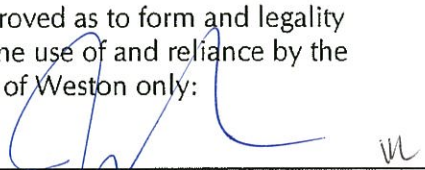
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)





AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																									
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____																									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____																									
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td style="width: 10%;">OTHER</td> <td style="width: 10%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER				E.L. EACH ACCIDENT				\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTHER																													
	E.L. EACH ACCIDENT				\$ 1,000,000																											
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000																											
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> CLIFDRY-01 Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--







AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

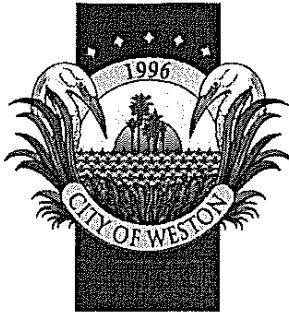
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

THE CITY OF WESTON

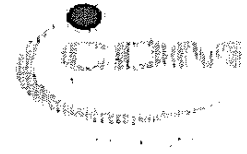
John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>





November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**





PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.





THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date: 7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date): 7/1/2016

Amount: \$100,000.00

Modifications to this Bond: None \_\_\_\_\_ See Page(s) See attached Cover Page







EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

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Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line





basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

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APPENDIX A - LEASE AGREEMENTS







### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the





provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.





(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord's lease of the Premises to Tenant.

(3) Upon Tenant's written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord's joinder in such documents may be conditional upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.





(g) **Consultation.** If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) **Tenant Property.** Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) **Liens.** Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) **As Built.** Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) **Required Governmental Permits and Approvals.** Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.



(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.





**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms





acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General





Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the





condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any





sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent





and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as





compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.





(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the





Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the





Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

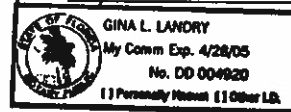
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8





**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this





Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the





property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its  
City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by  
Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY

CORPORATE SEAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Robert D. Parks  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: Franklin L. Till, Jr.  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: [Signature]  
\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

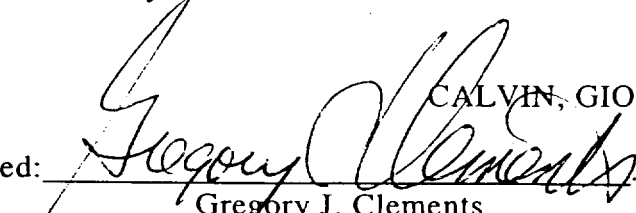
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

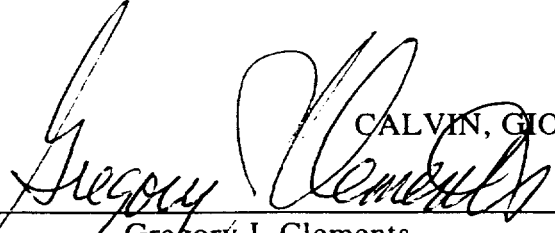
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



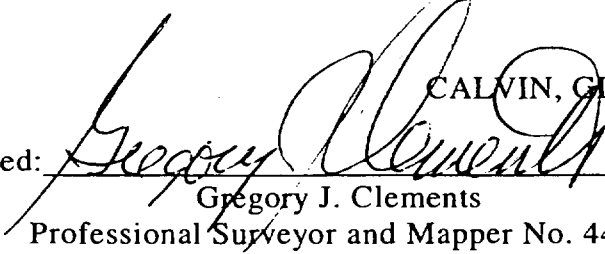
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

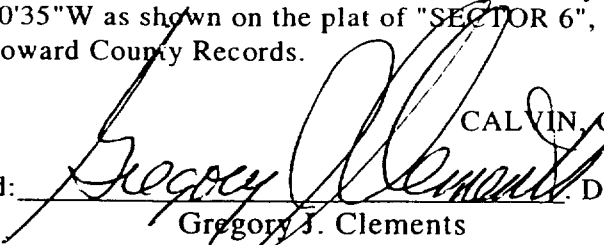
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





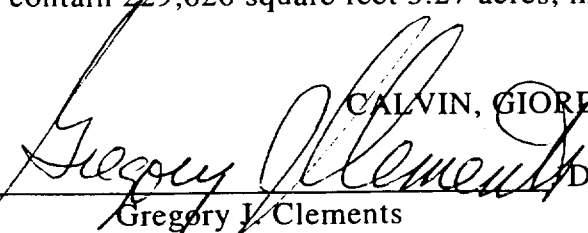
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

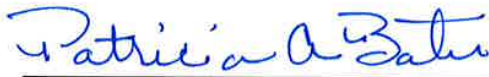
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

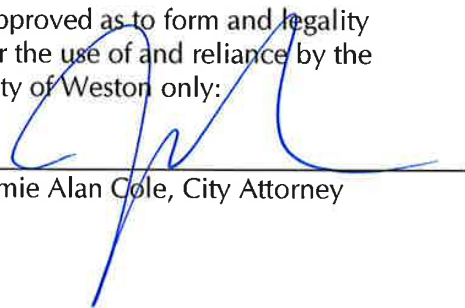
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*





**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months





The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.





### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





A1

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.







**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010





With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

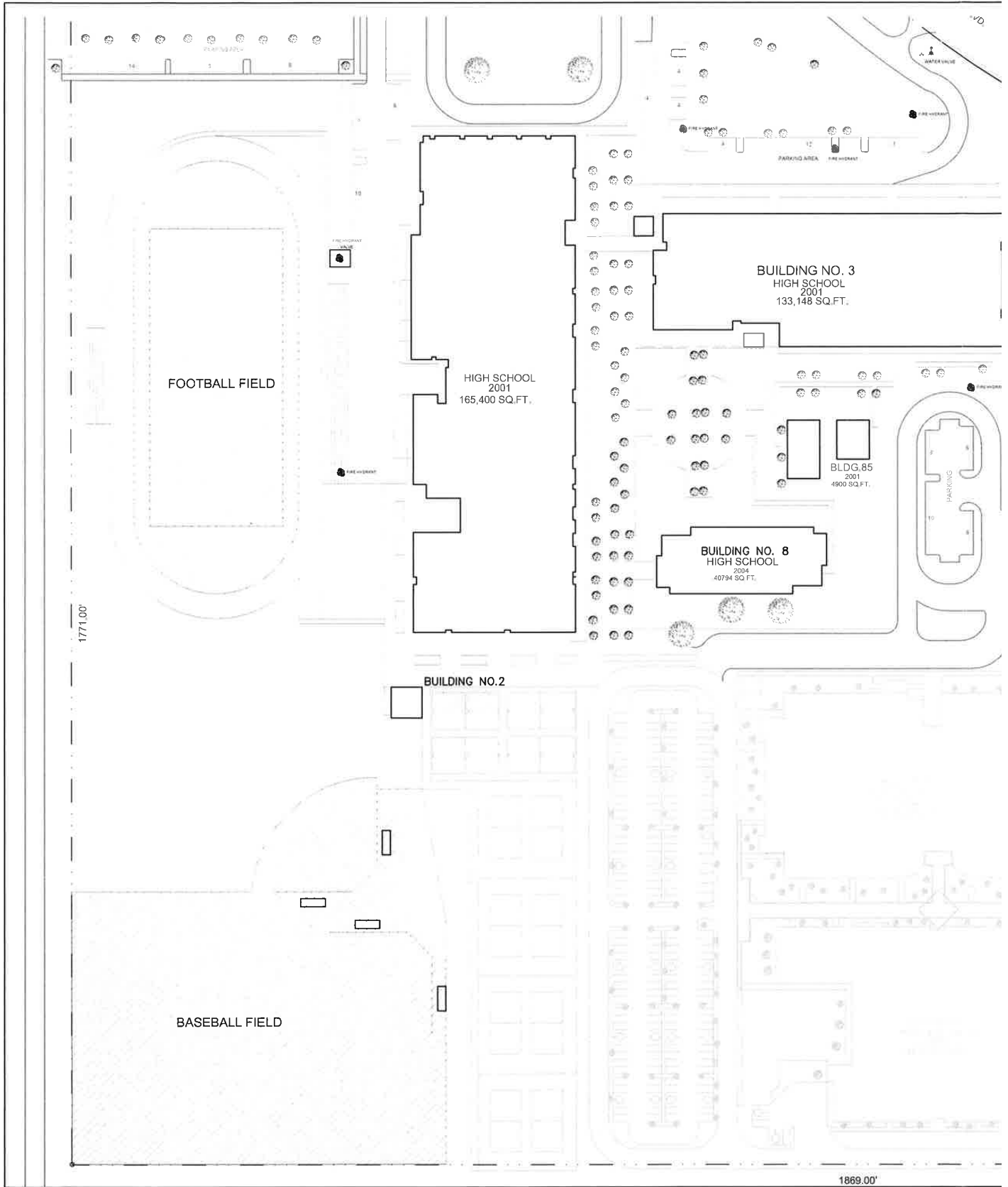
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

(CITY SEAL)

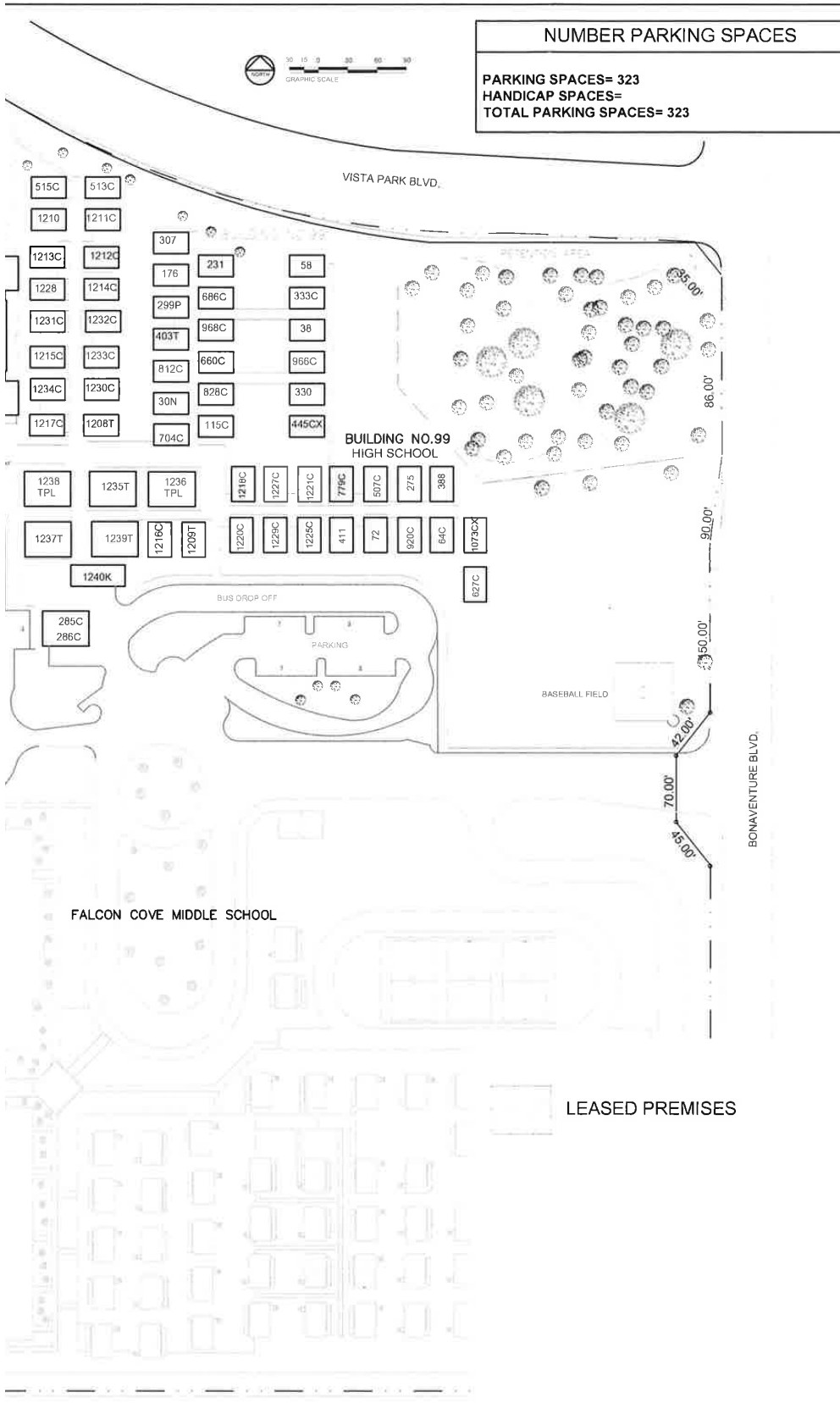








"EXHIBIT A"



**Broward County  
Public Schools**

Facility Planning & Real Estate  
Department  
600 S.E. 3rd Avenue, 8th Floor  
Fort Lauderdale, FL 33301  
Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve

Disapprove

Name

Title

Date

Signature:

Approve

Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey





# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed



# Weighting the Data

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1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.



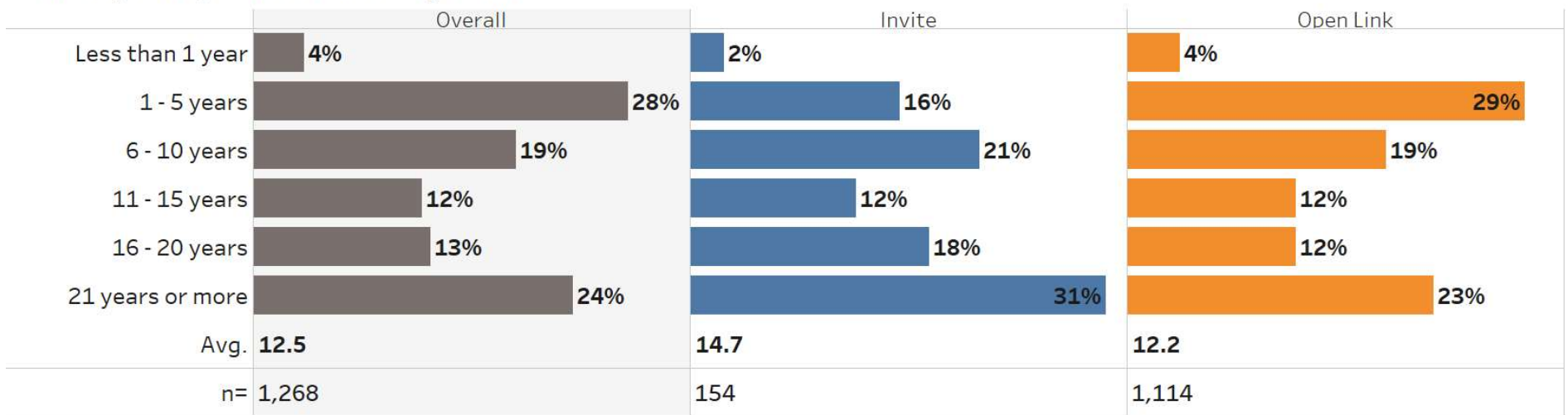
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP

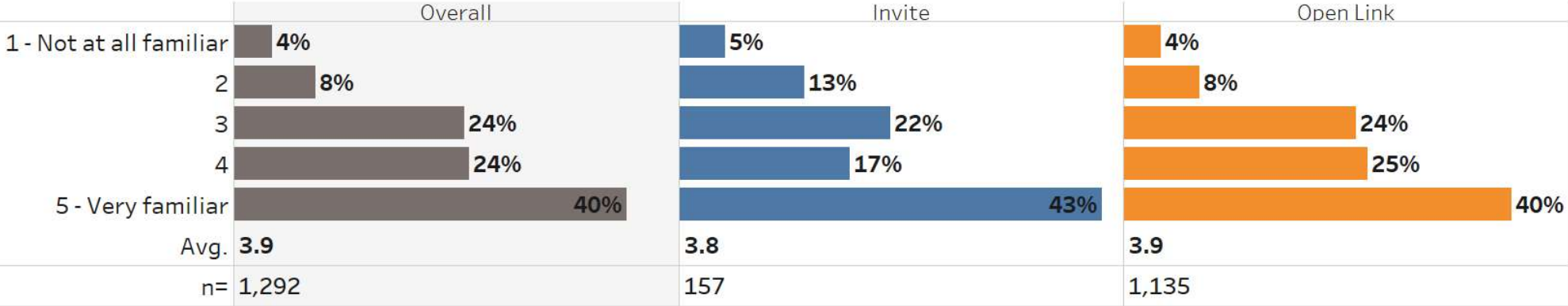


- LEGEND**
- City of Weston Boundary
  - Area A
  - Area B
  - Area C
  - Area D
  - Area E
  - Area F
  - Area G
  - City Parks
  - 1. Bonaventure Park
  - 2. Country Isles Park
  - 3. Eagle Point Park
  - 4. Emerald Estates Park
  - 5. Gator Run Park
  - 6. Heron Park
  - 7. Indian Trace Park
  - 8. Library Park
  - 9. Peace Mound Park
  - 10. Tequesta Trace Park
  - 11. Town Center Park
  - 12. Vista Park
  - 13. Weston Regional Park
  - 14. Weston Racquet Club
  - 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates



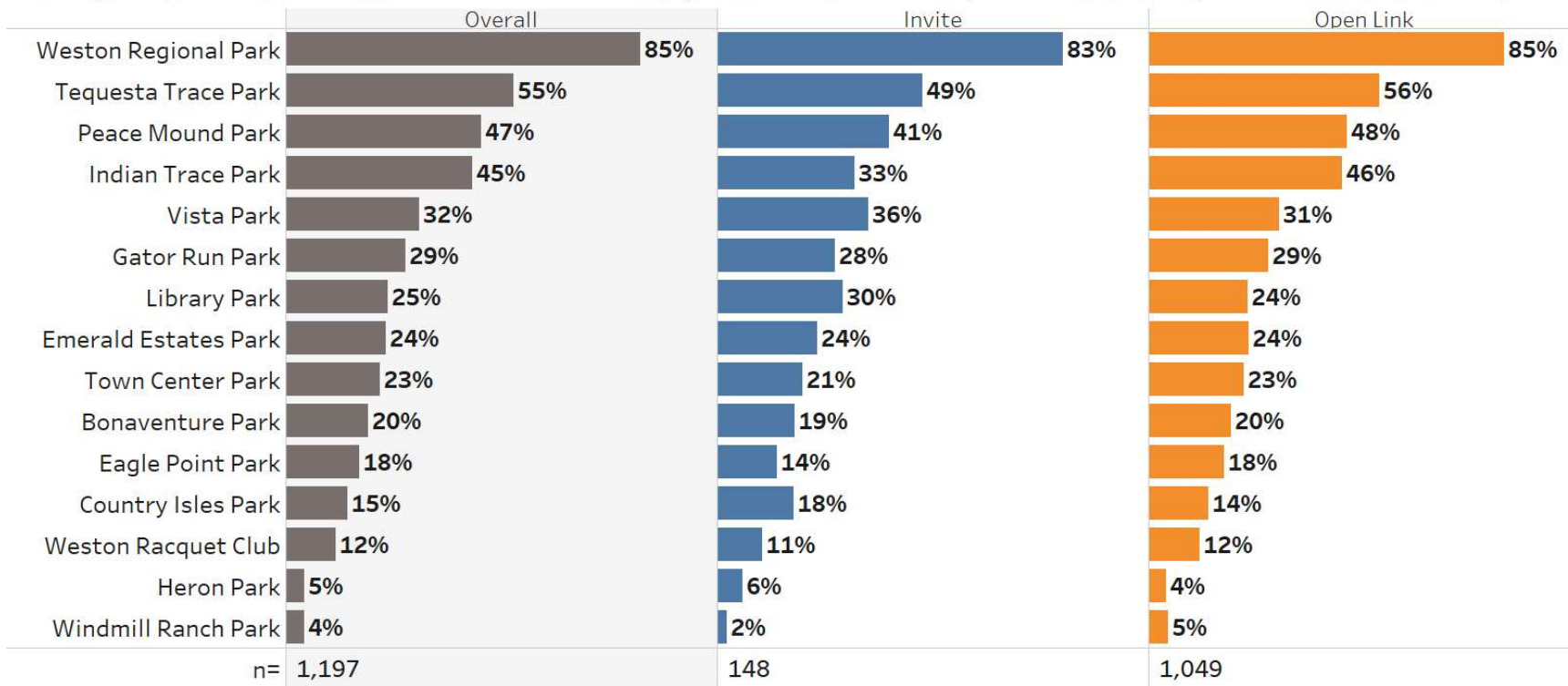
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

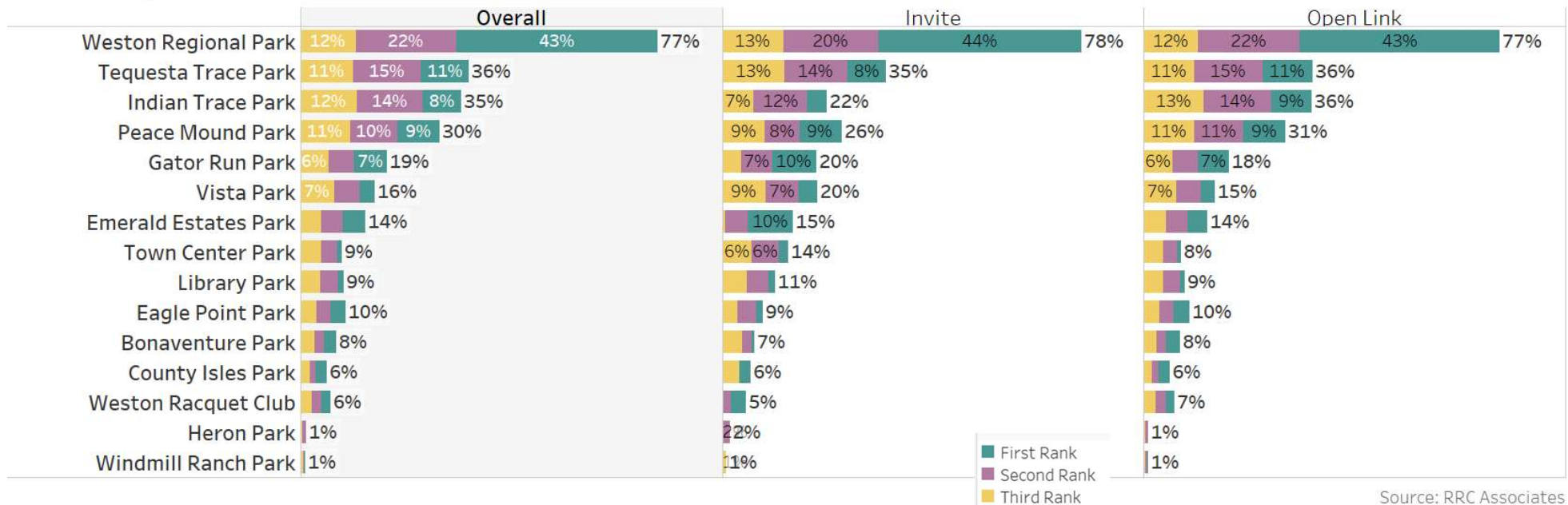


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

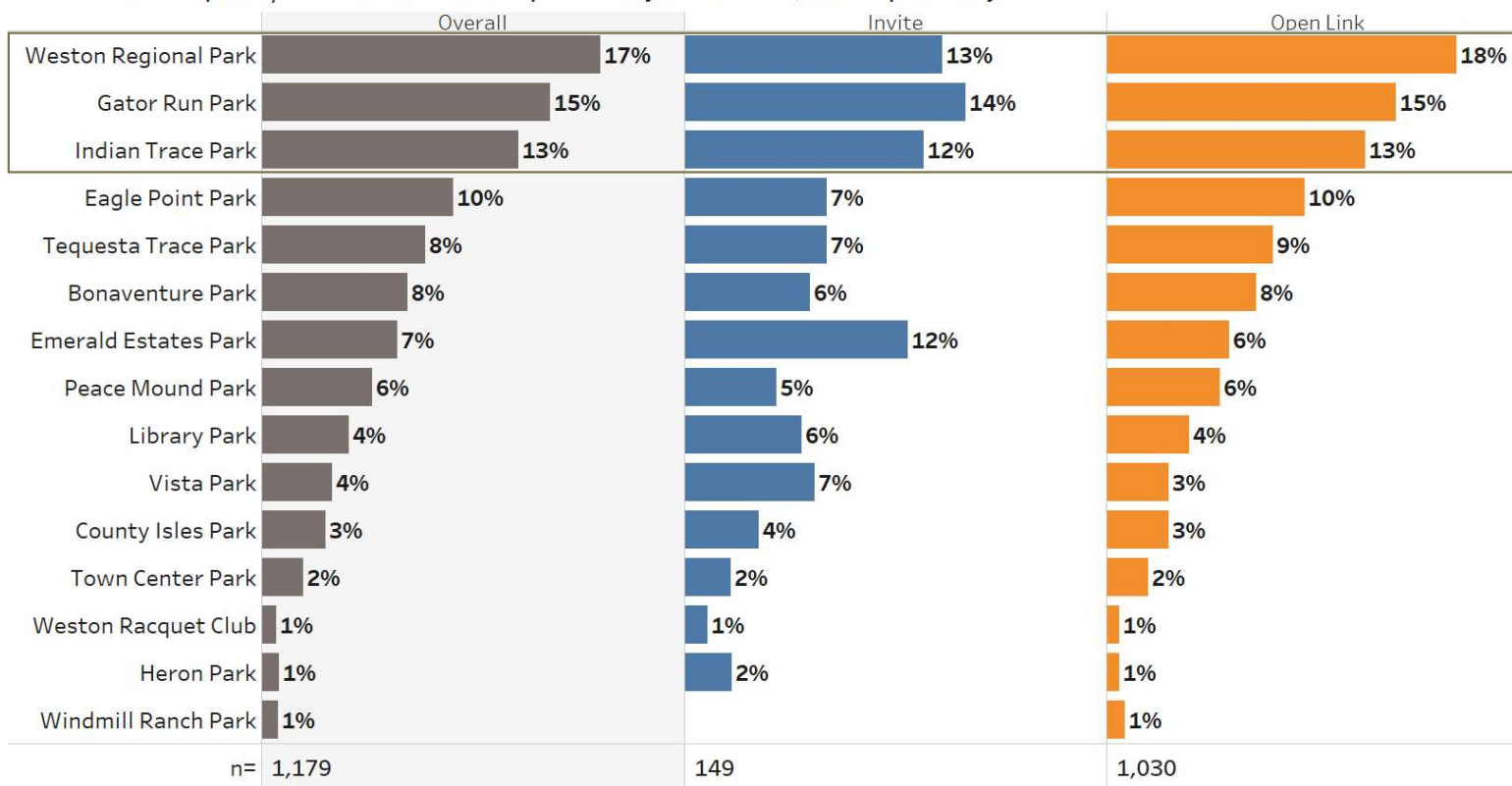


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?



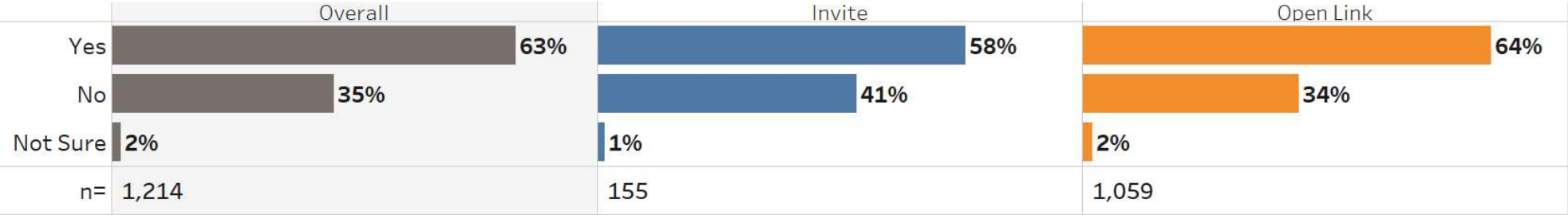
Source: RRC Associates



# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

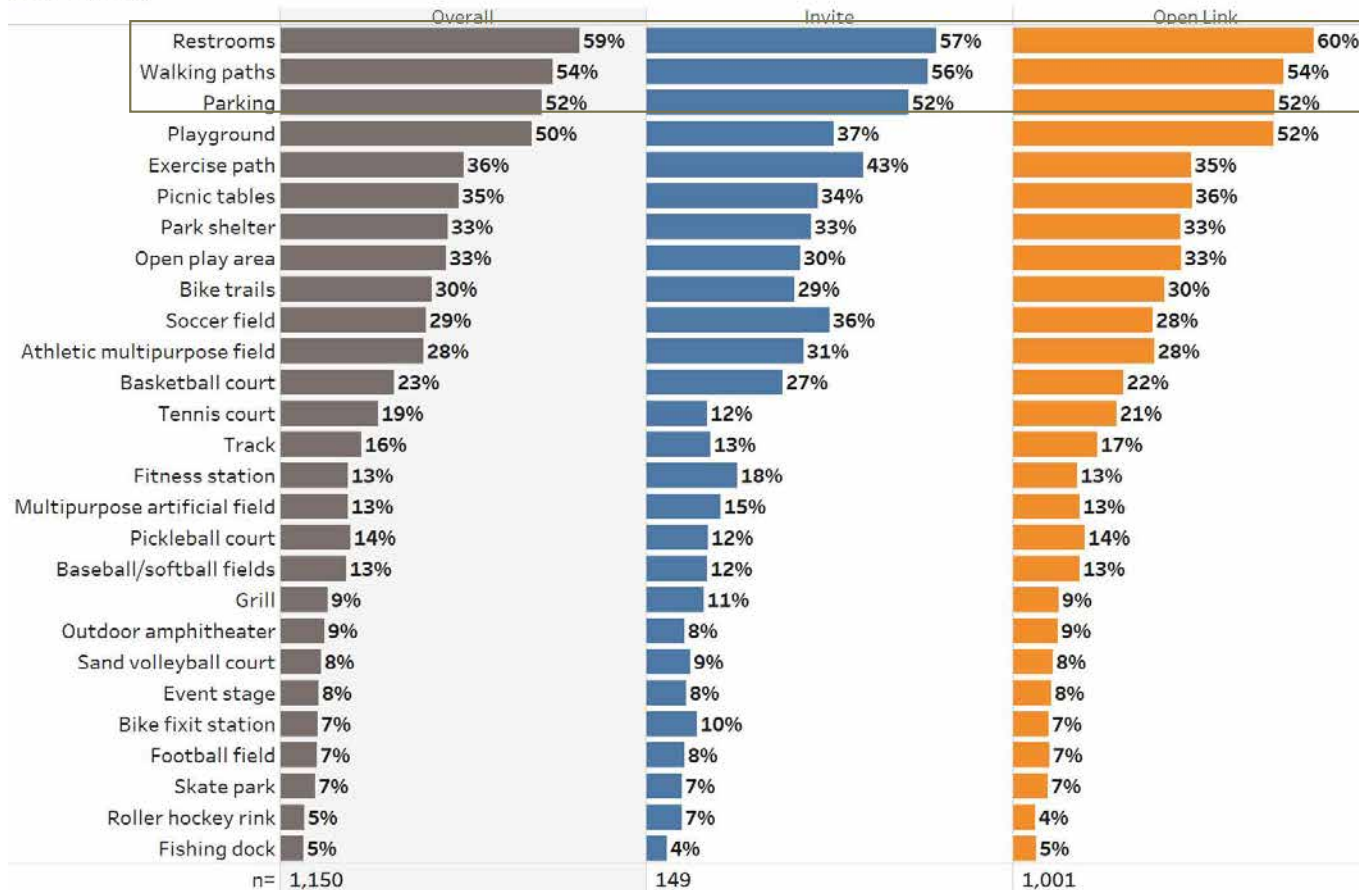
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



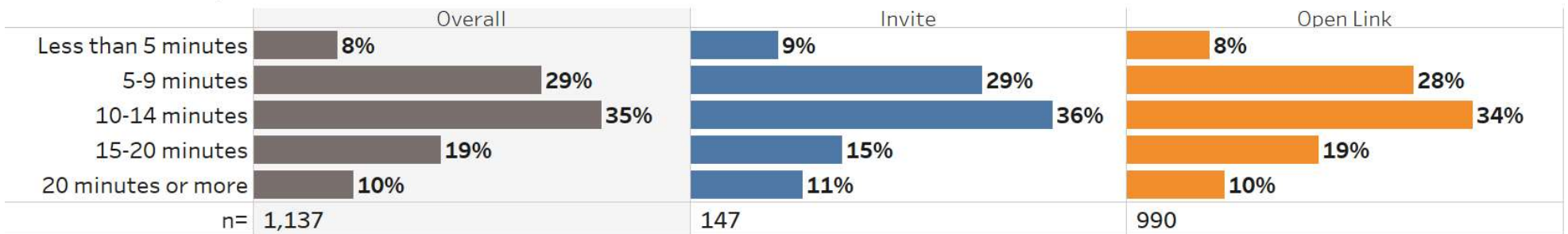
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

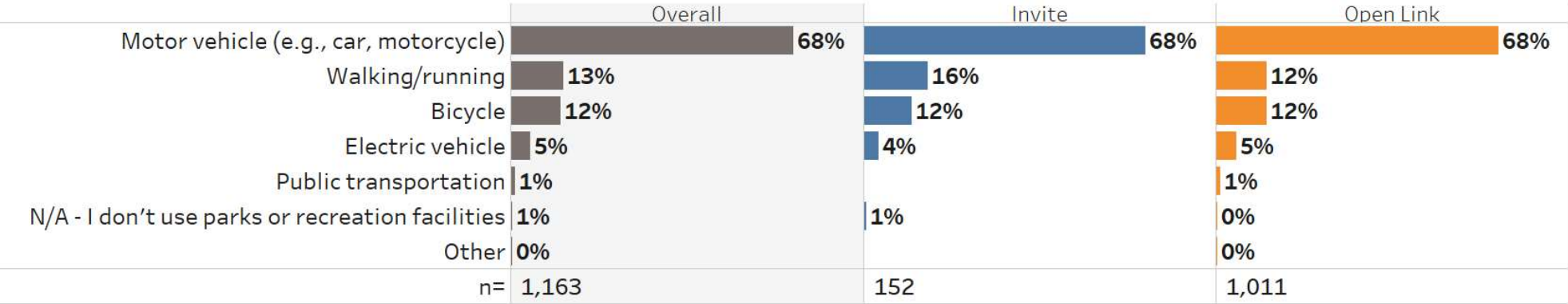
Source: RRC Associates



# Preferred Transportation

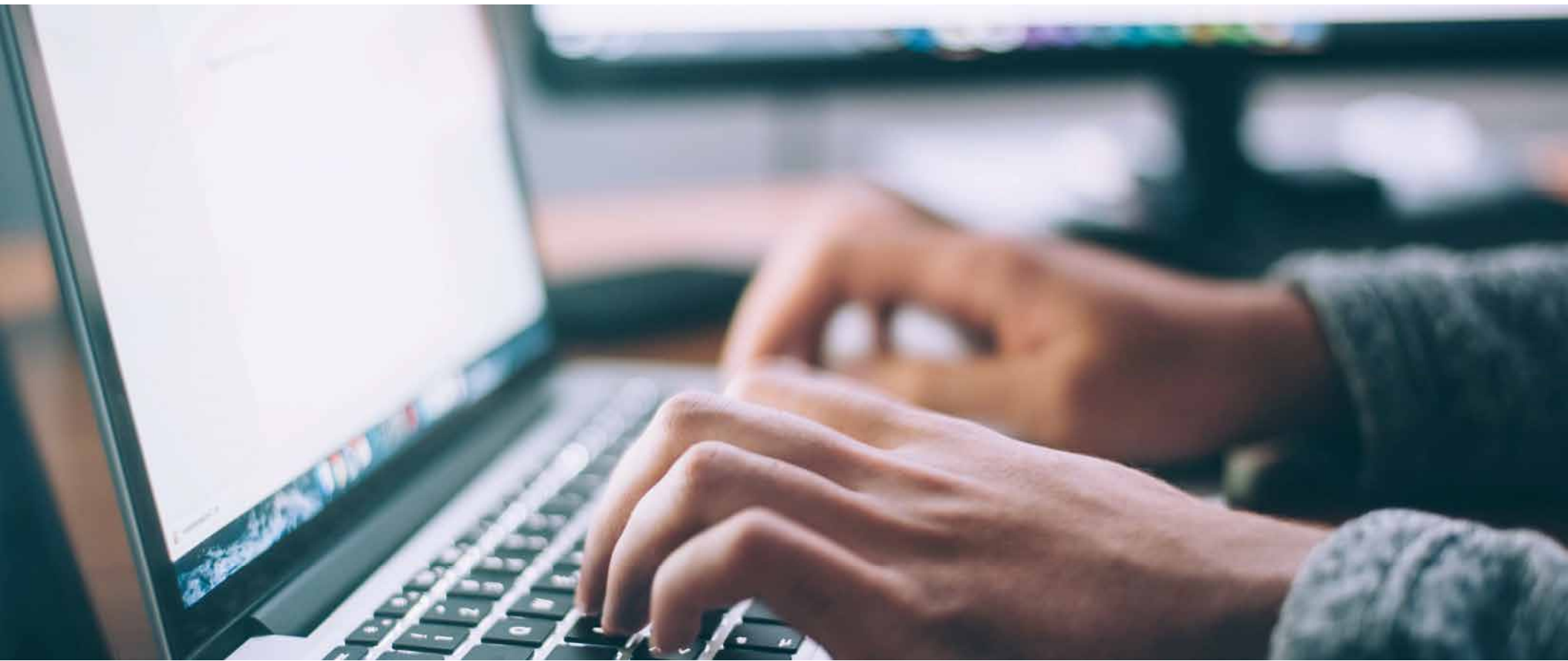
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

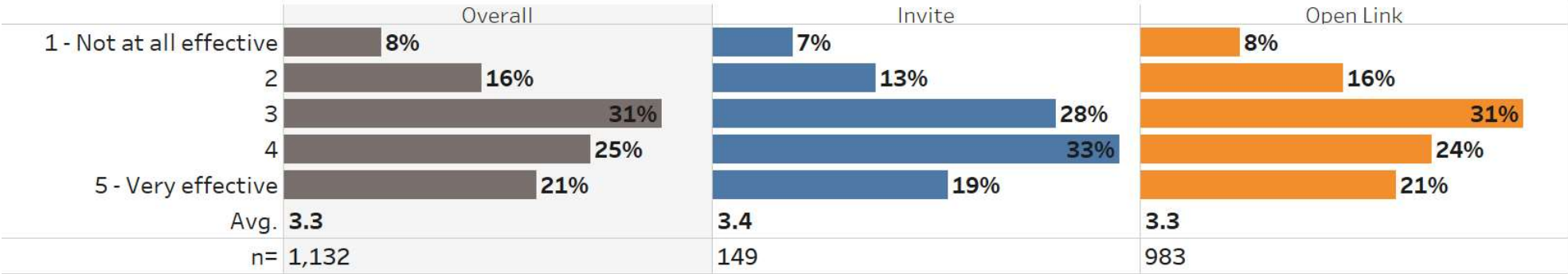
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

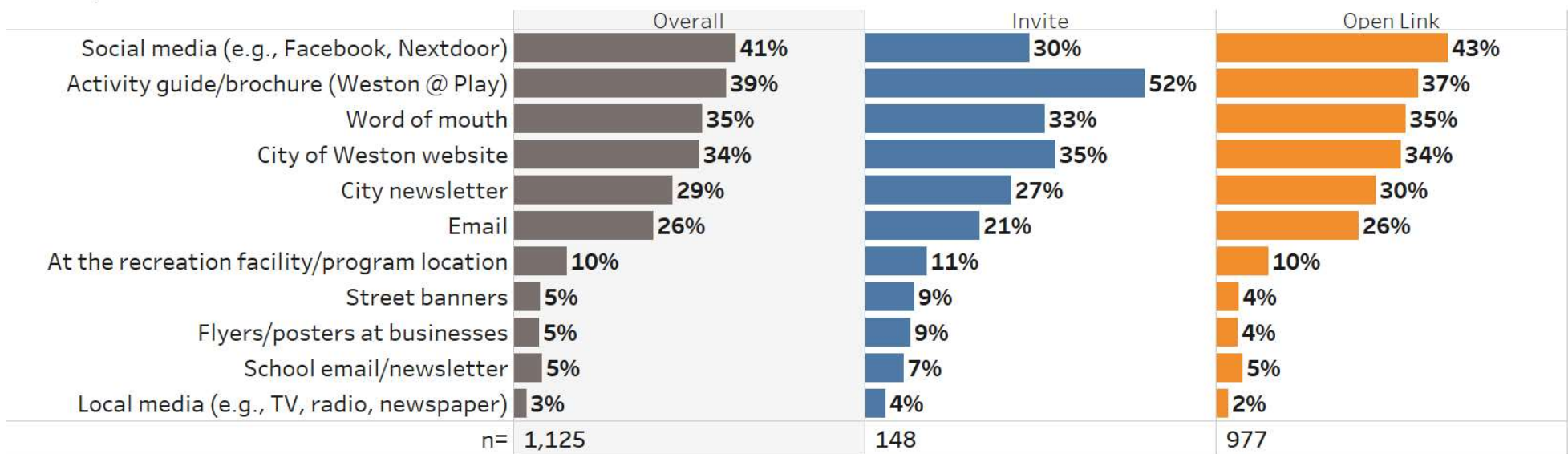


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)



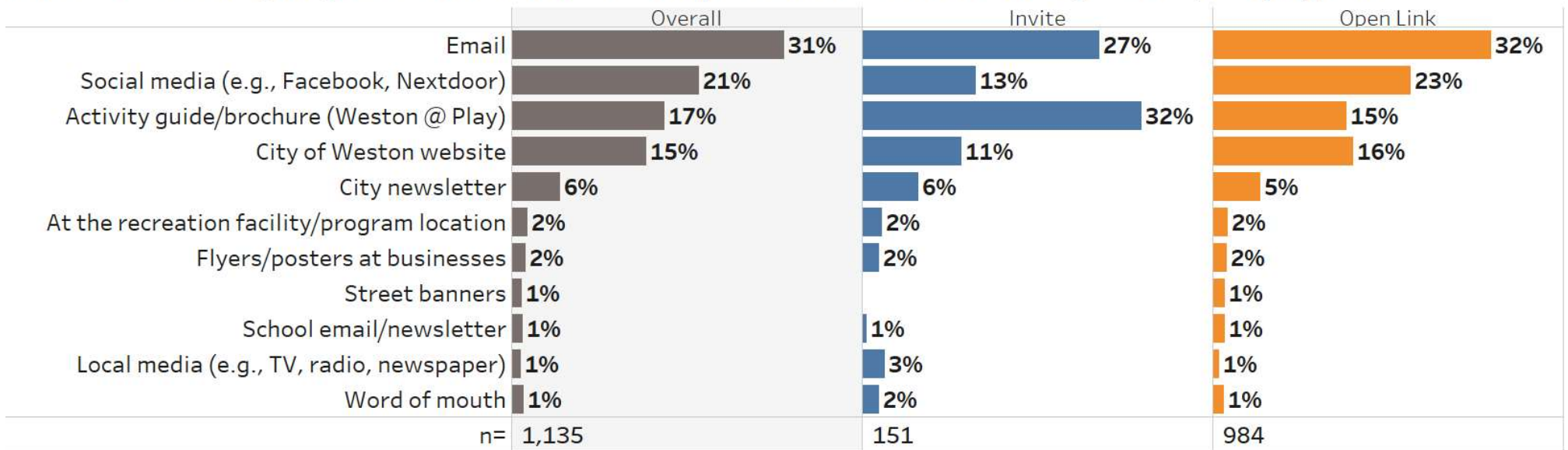
Source: RRC Associates



# Preferred Communication

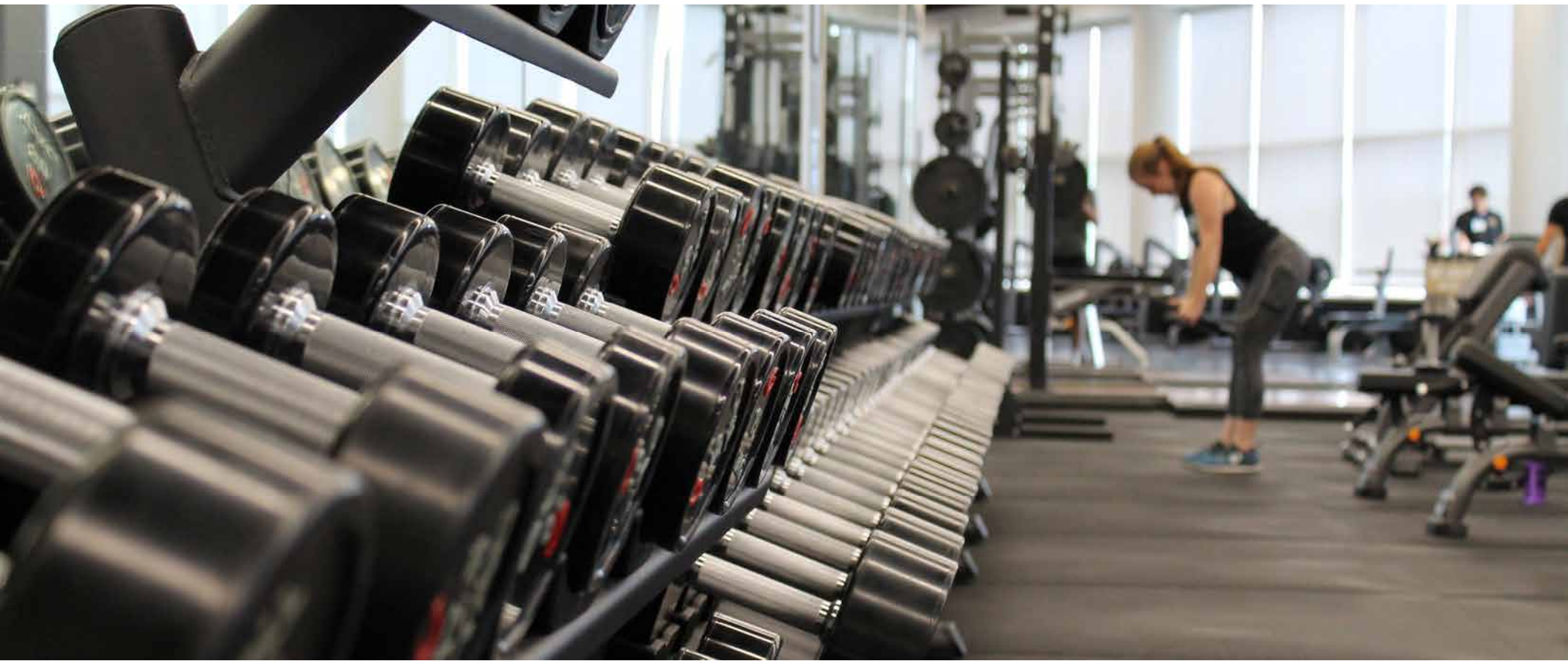
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services

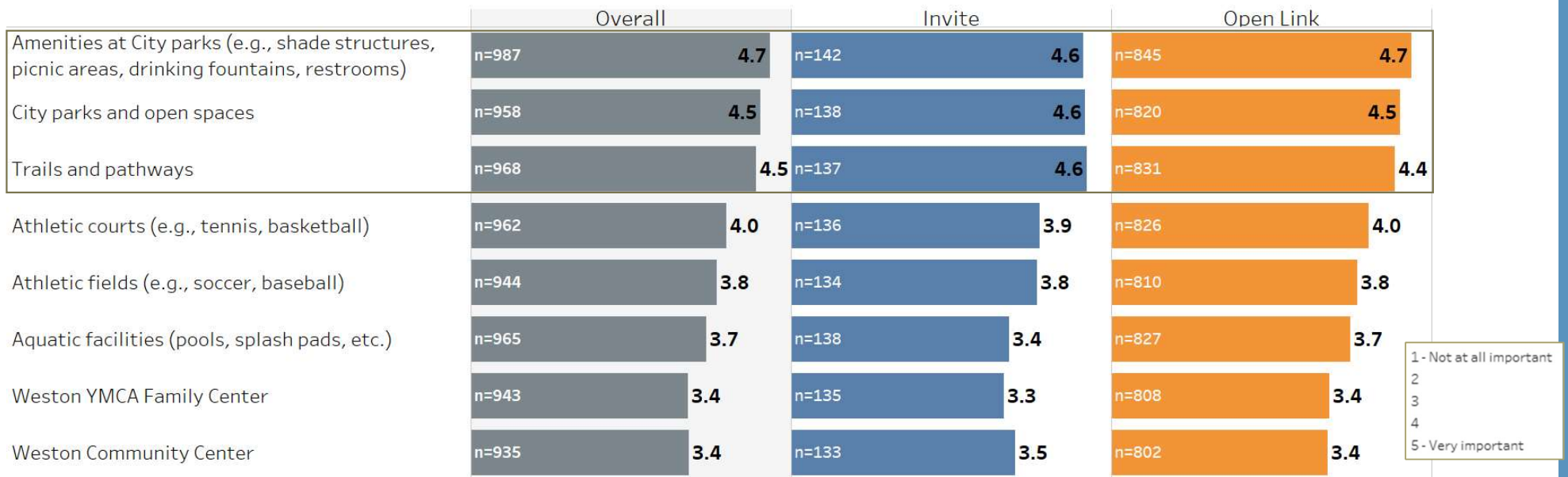


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities



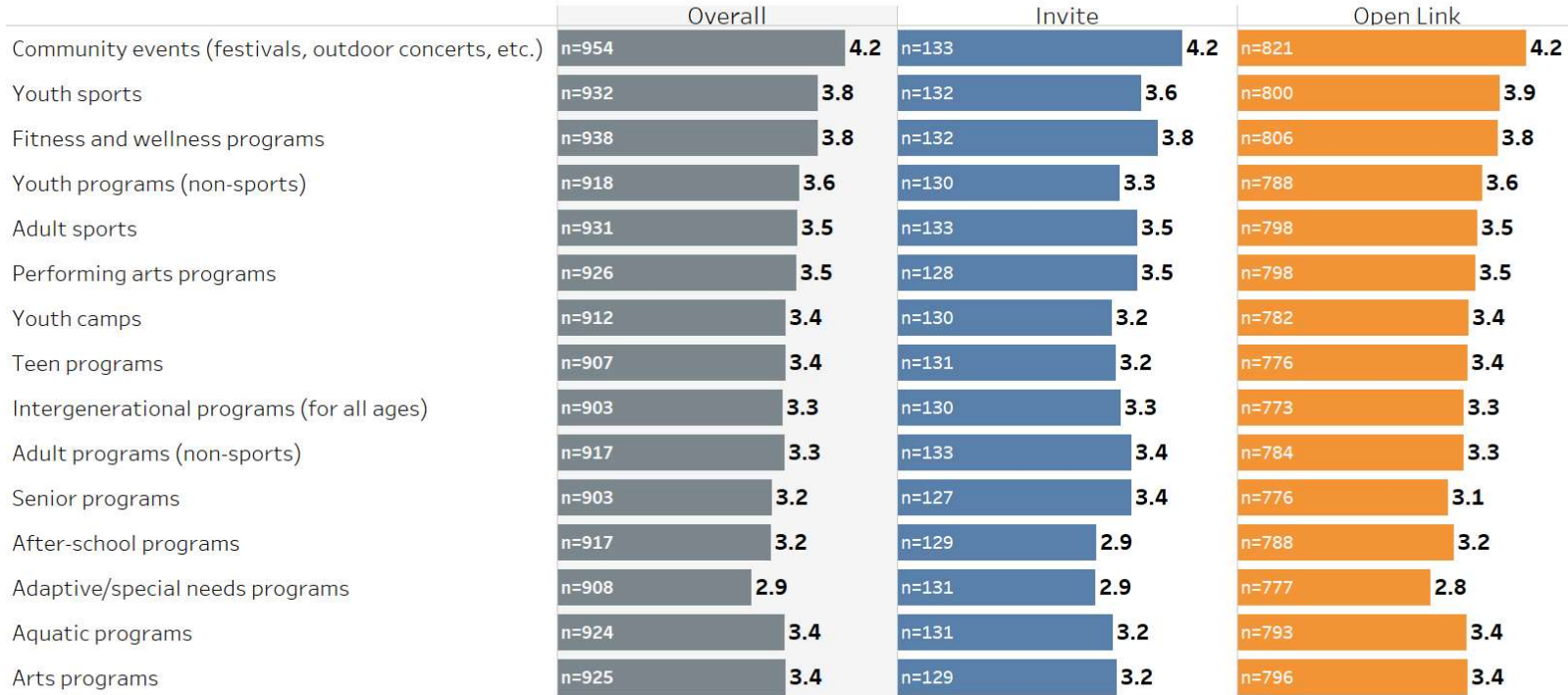
Source: RRC Associates



# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

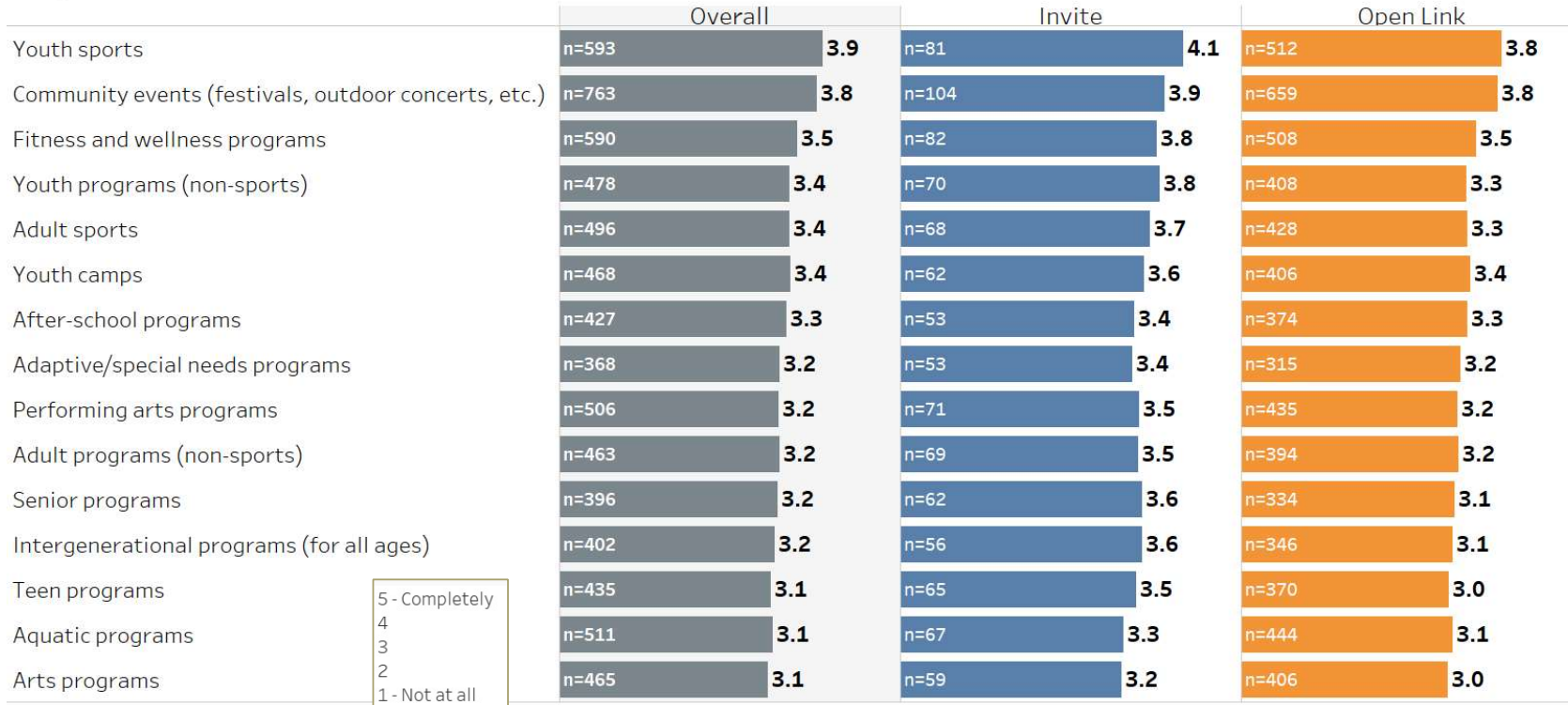
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

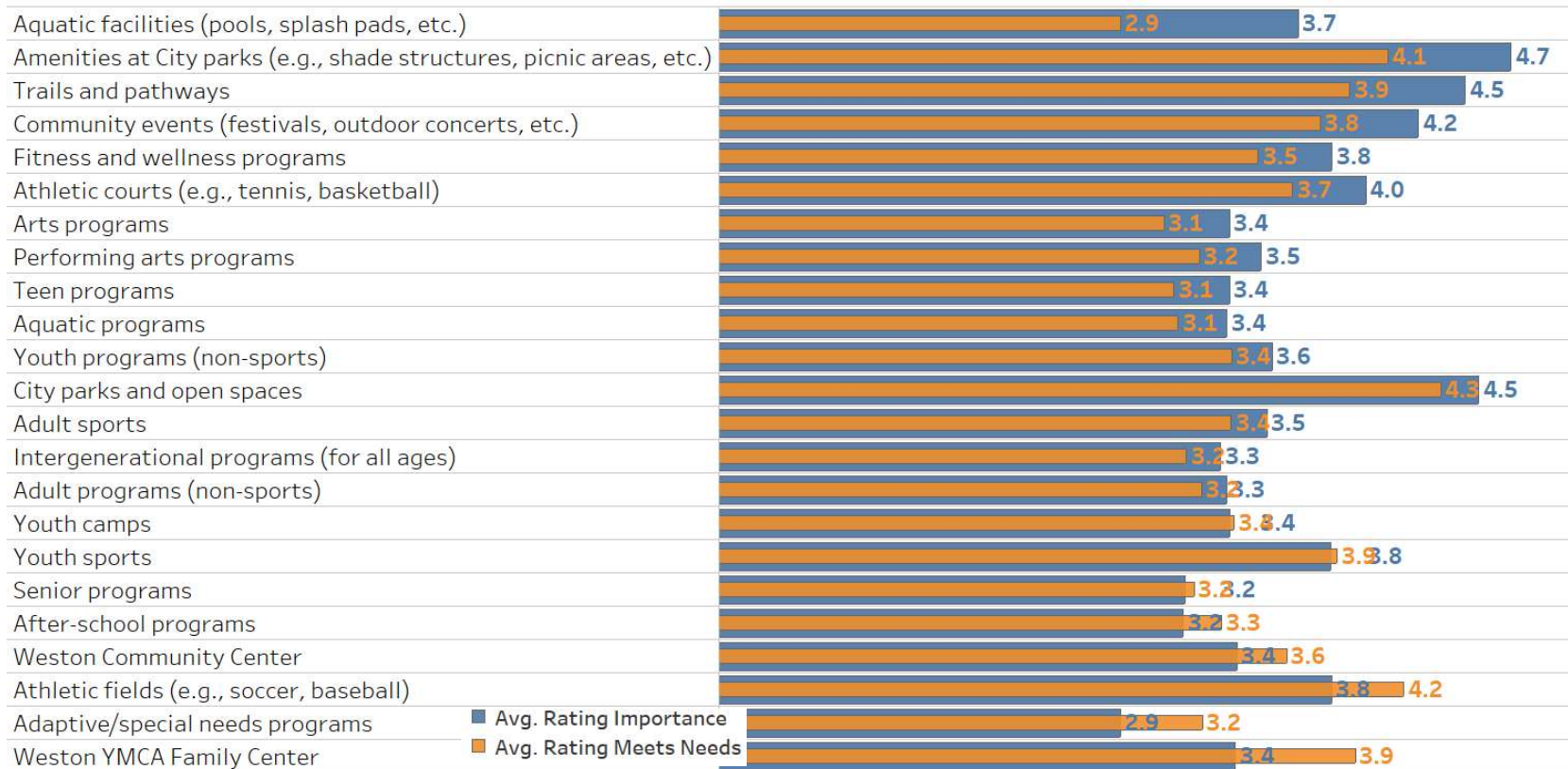
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



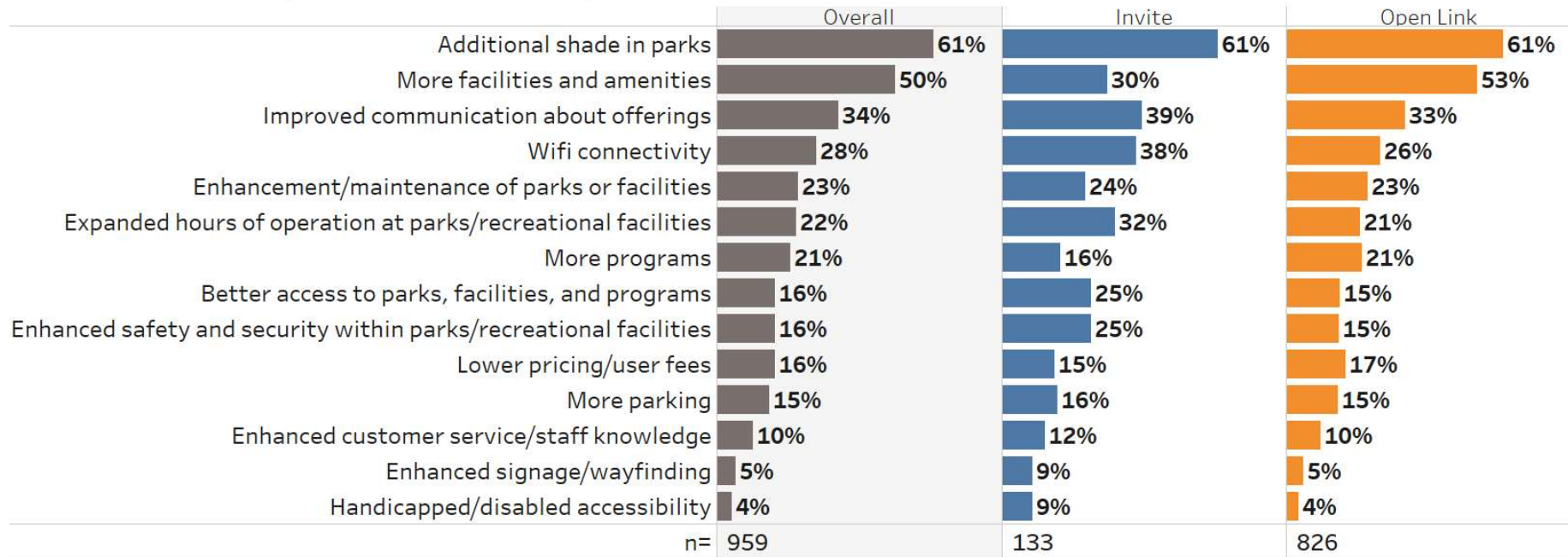
Categories sorted by difference between average importance and average rating.  
Source: RRC Associates



# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

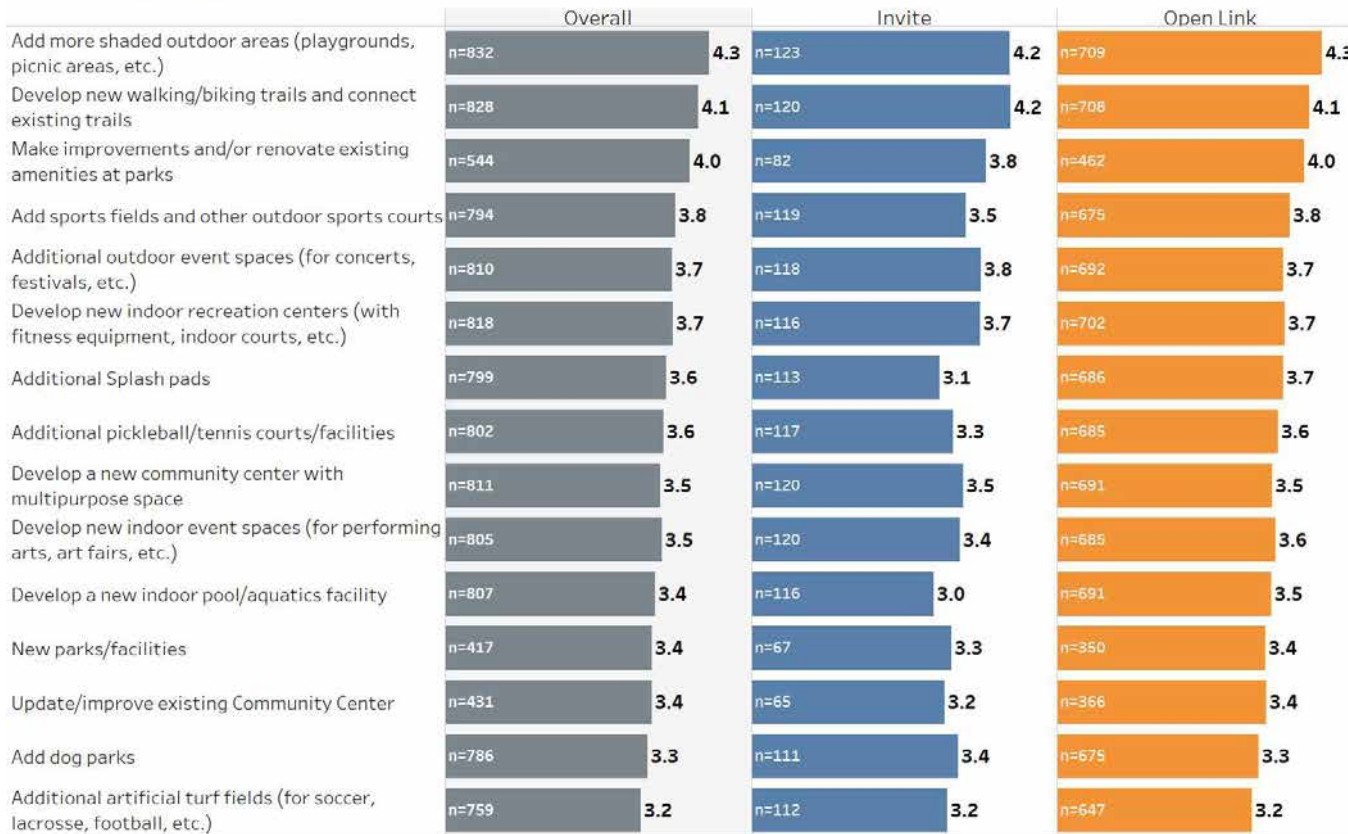
# **Future Facilities, Amenities, and Services**



# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates



# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates



# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

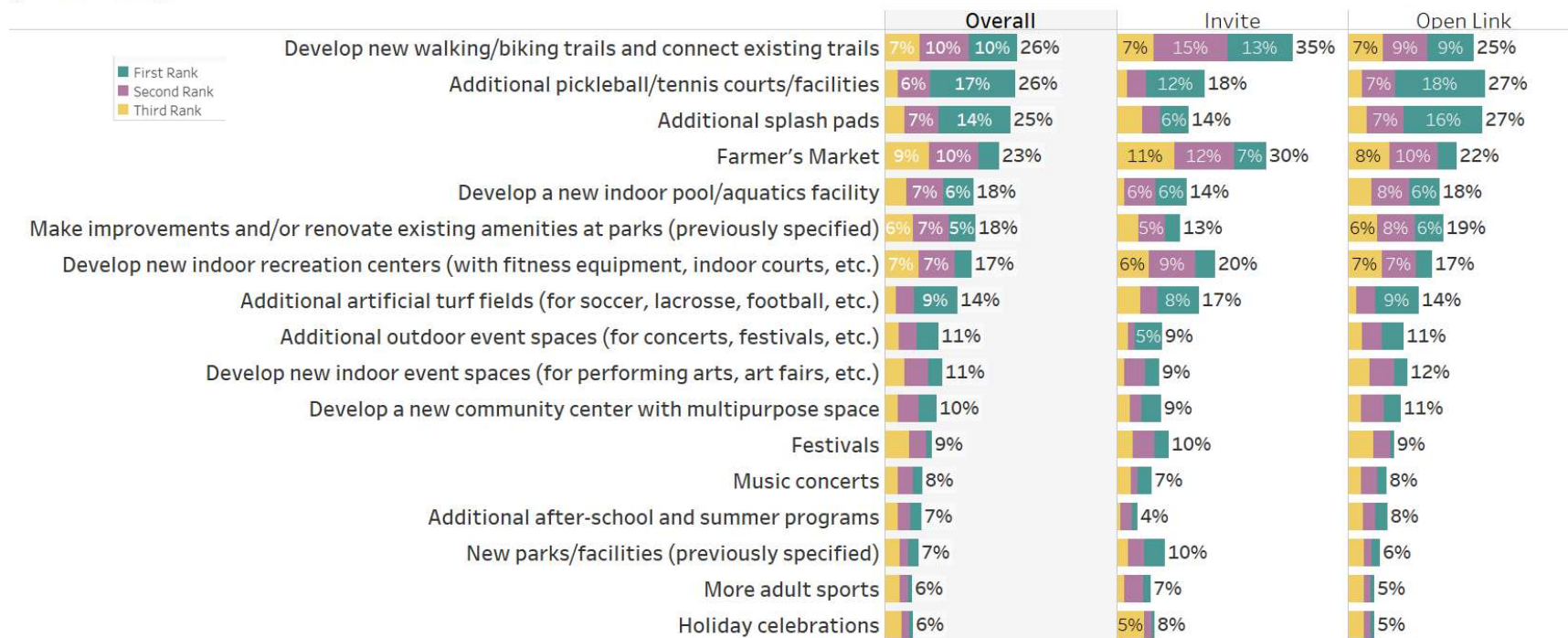
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



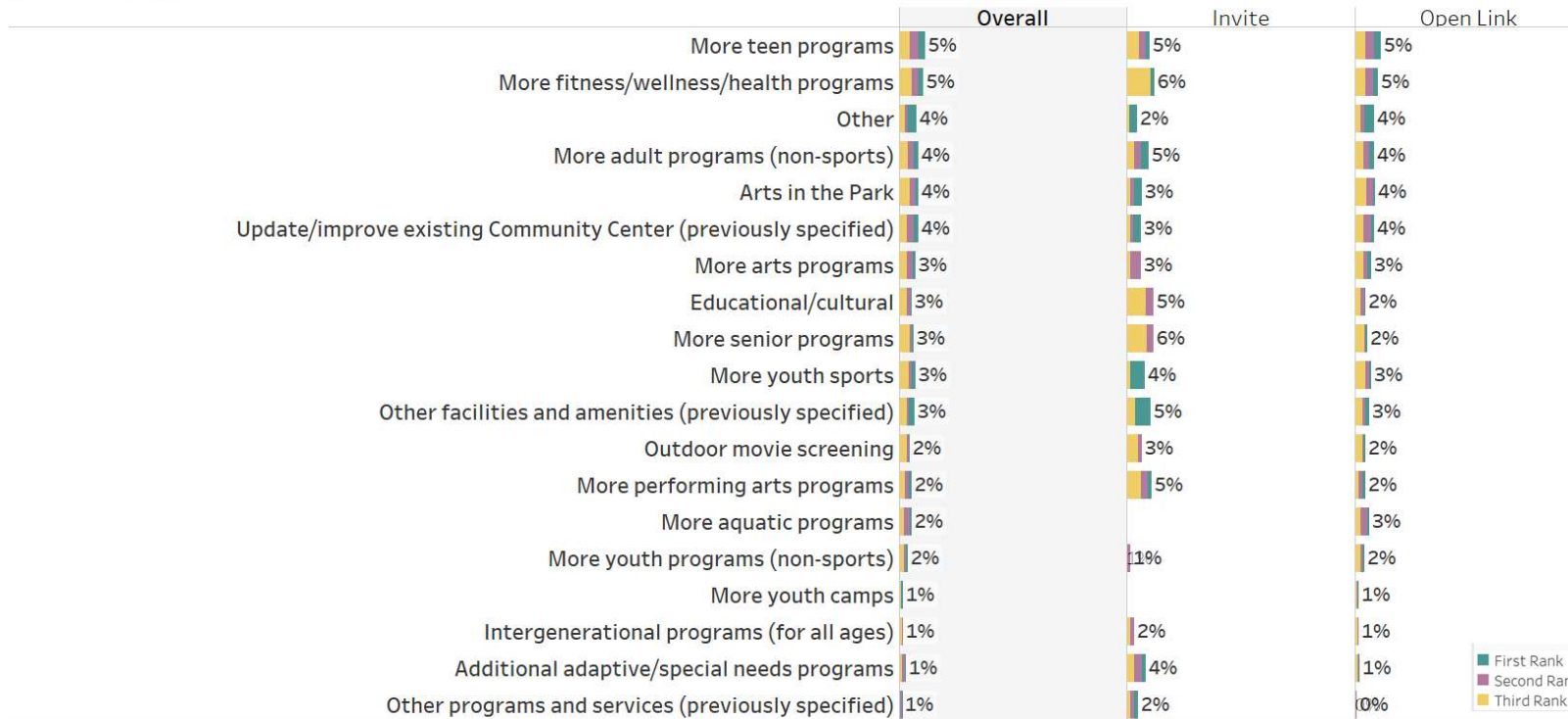
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

# Financial Choices

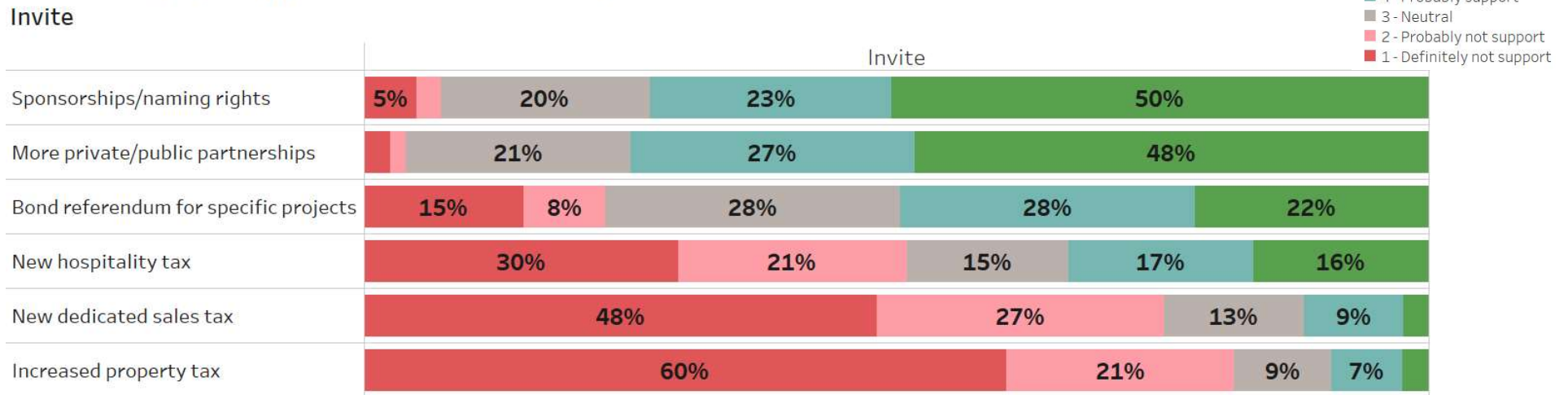




# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

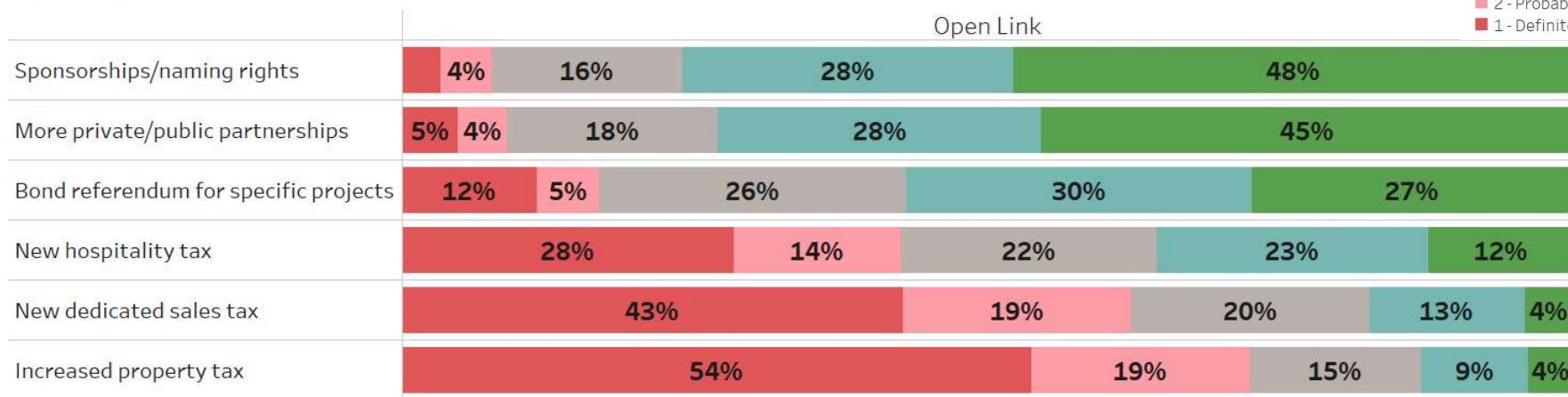
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

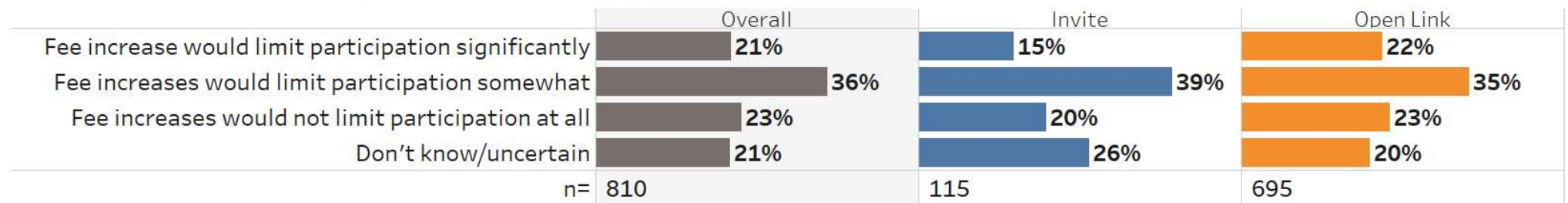


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

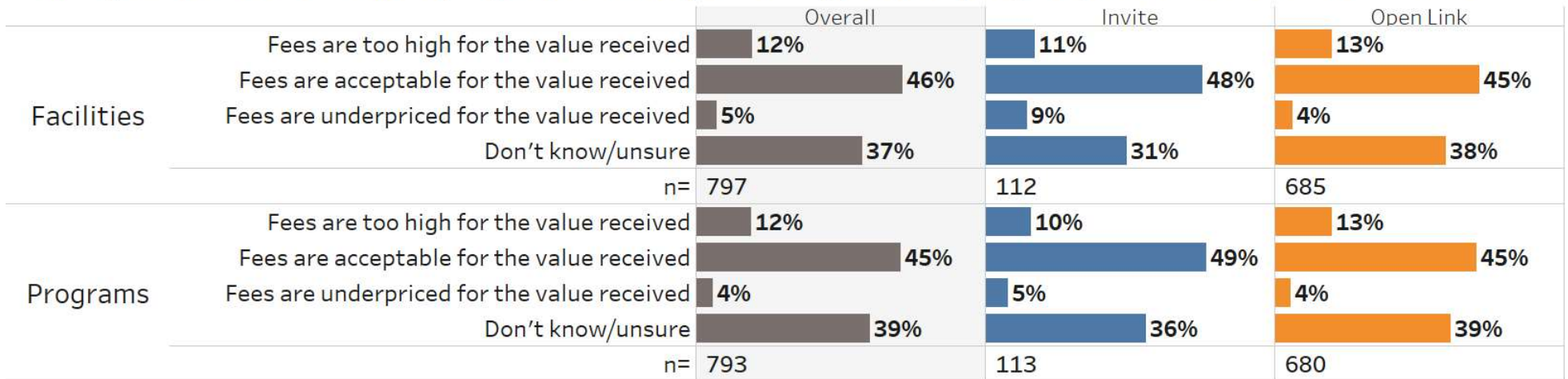


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?



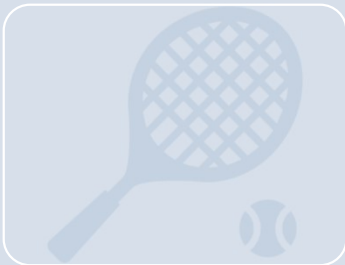
Source: RRC Associates



# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

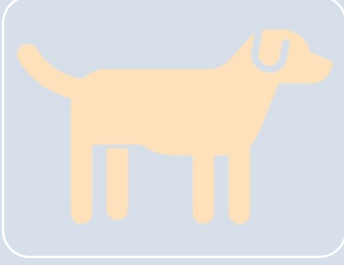
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

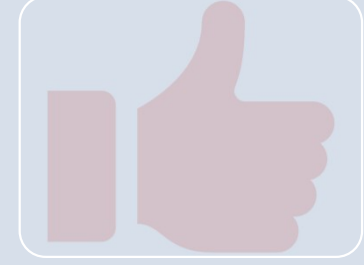
## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

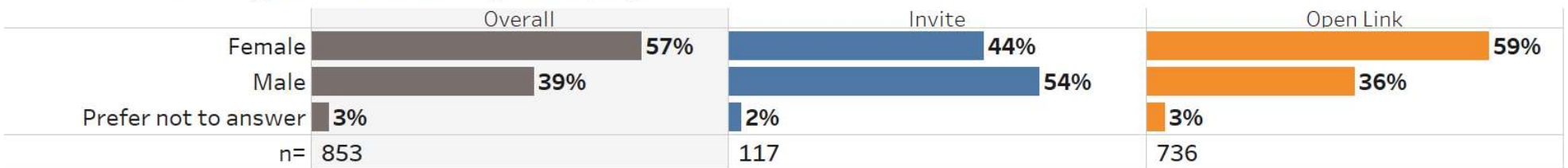
# Demographics



# Gender & Age

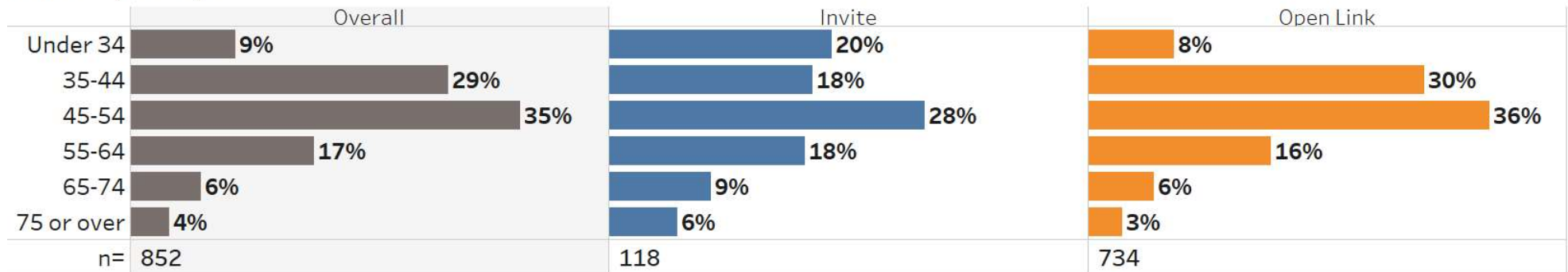
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

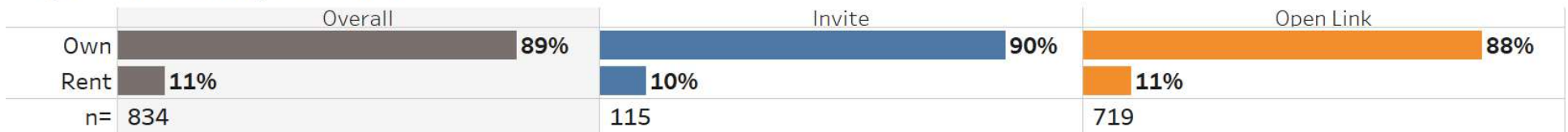
Source: RRC Associates



# Voter Registration Status & Dog Ownership

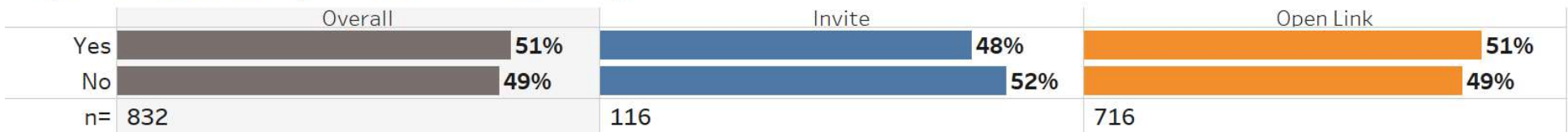
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

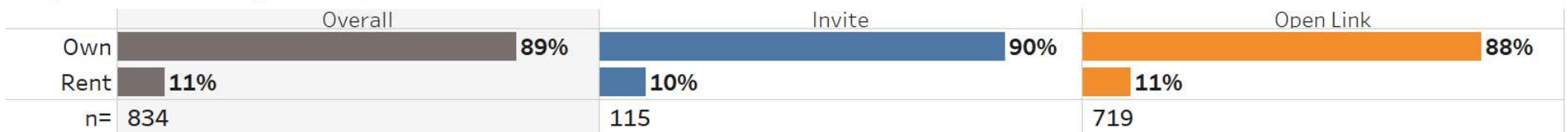


Source: RRC Associates

# Residence Ownership & ADA Needs

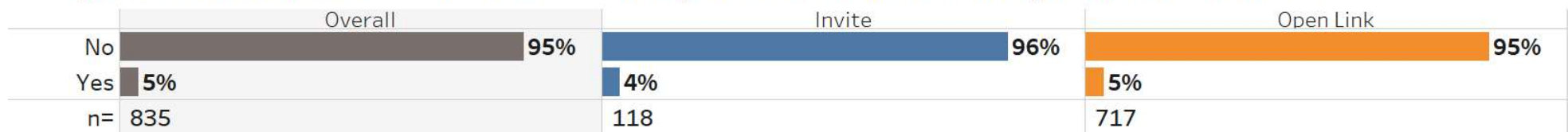
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

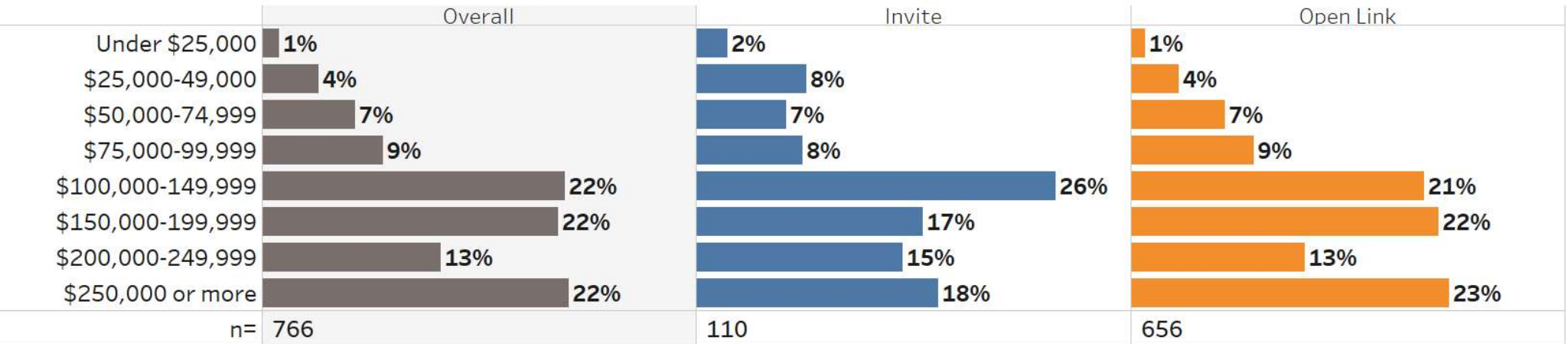
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates





RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

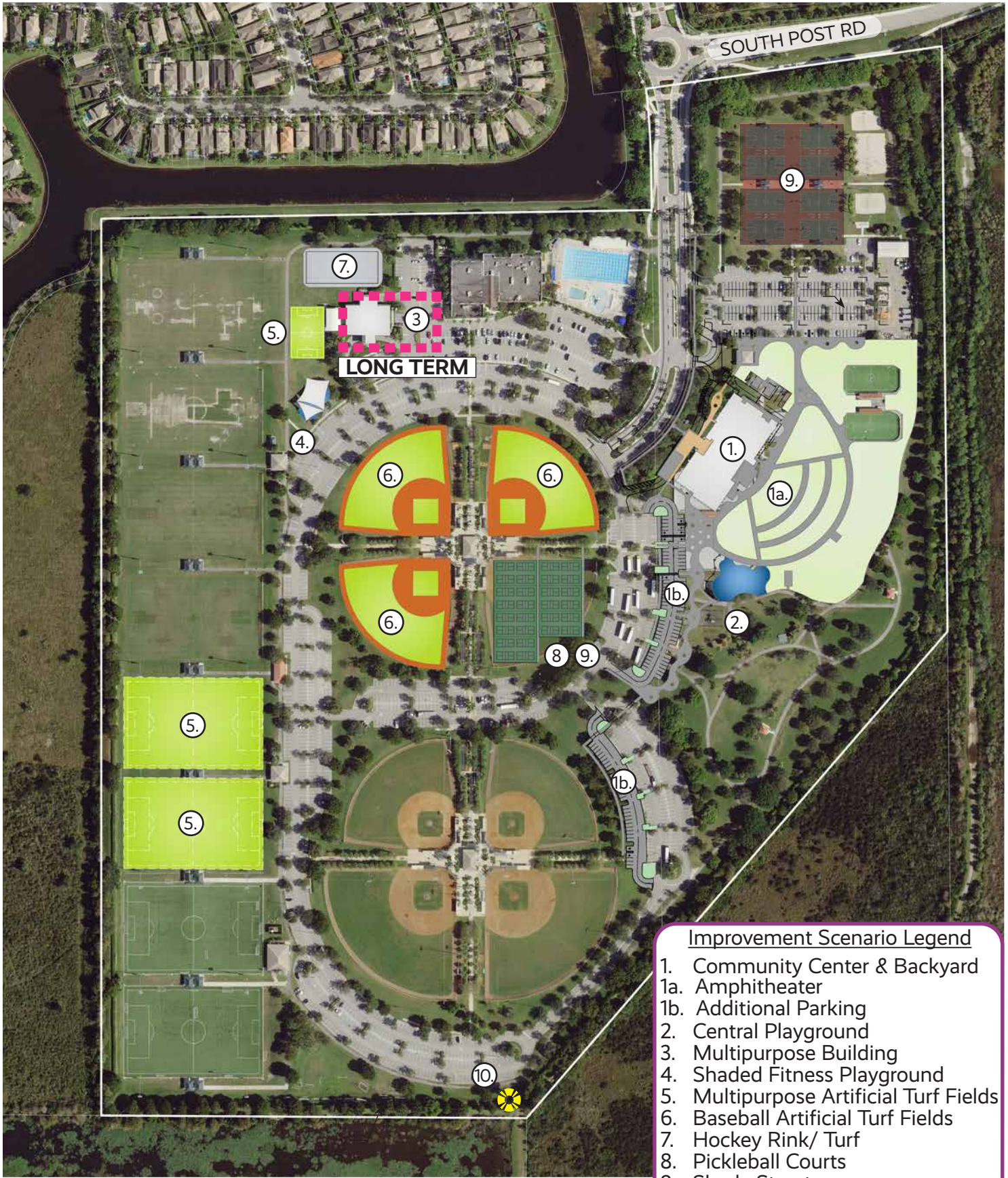




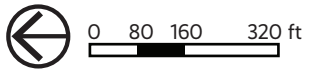




# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
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Pam Solomon	Assistant Director of Communications

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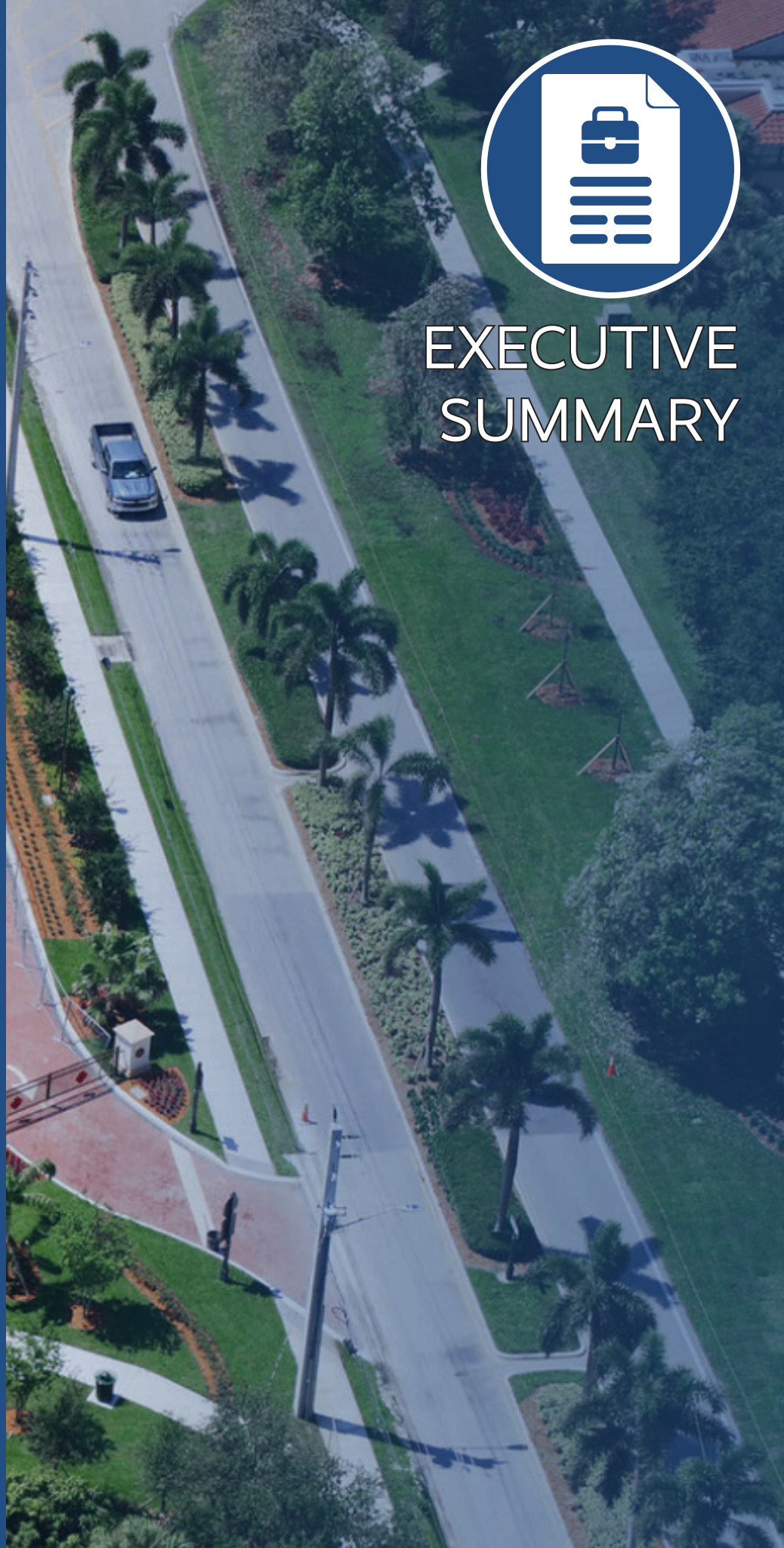
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY







## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities





- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

The time-frame to complete each of these recommendations is as follows:

SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)
------------------------	----------------------	------------------------

The following is a summary of the implementation plan cost per subsystem:

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

Subtotal of 1. Park Systems:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$780,000	\$572,500	\$420,000	\$1,772,500
Subtotal of 2. Athletic Facilities :			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
Subtotal of 3. Indoor Recreation:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
Subtotal of 4. Programs and Events:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
Subtotal of 5. Trails & Bike/Pedestrian Facilities:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$100,000	\$50,000	\$0	\$150,000

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

Grand Total:			
SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
*Grand Total:			
\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







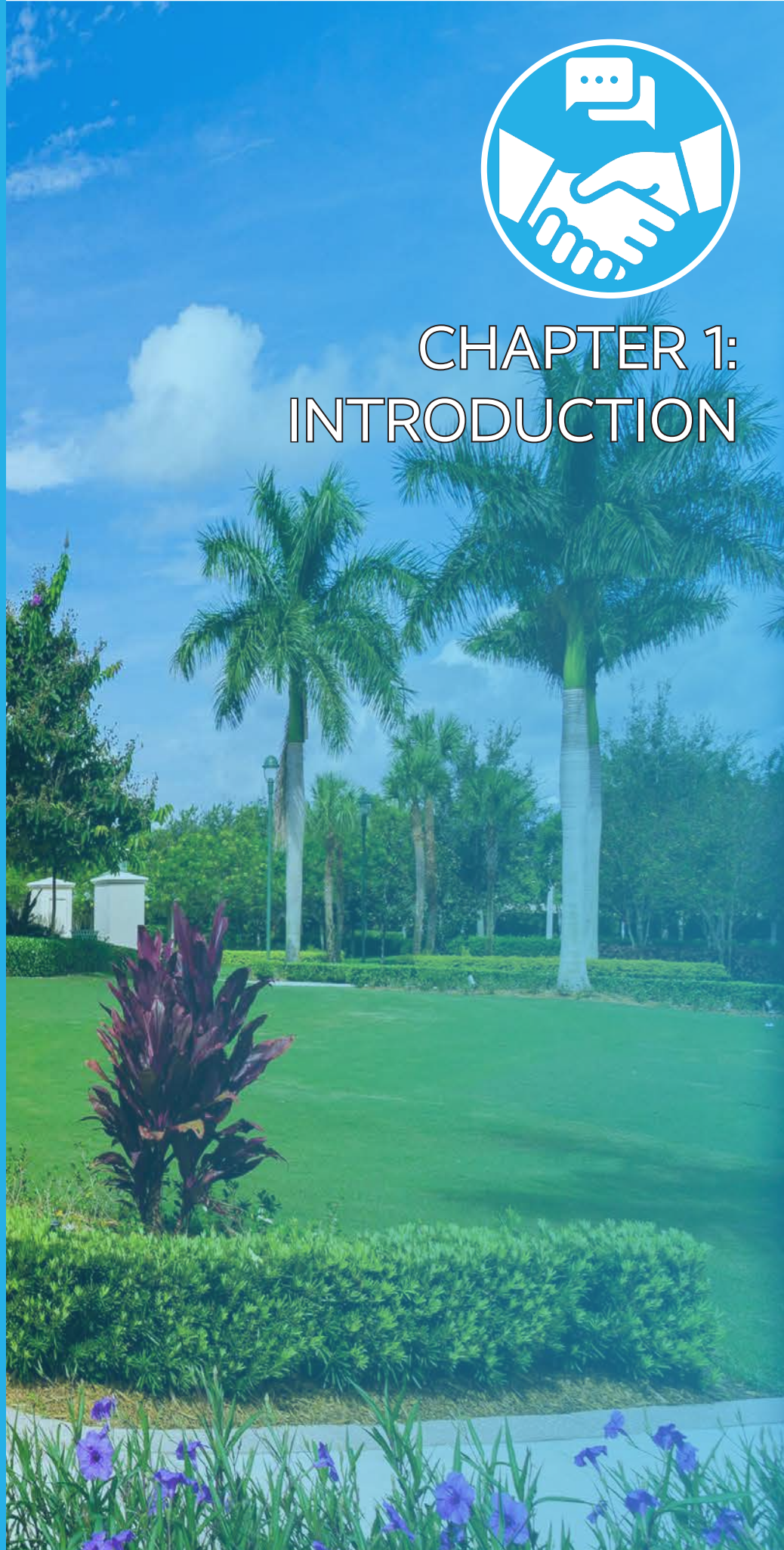
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION







## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

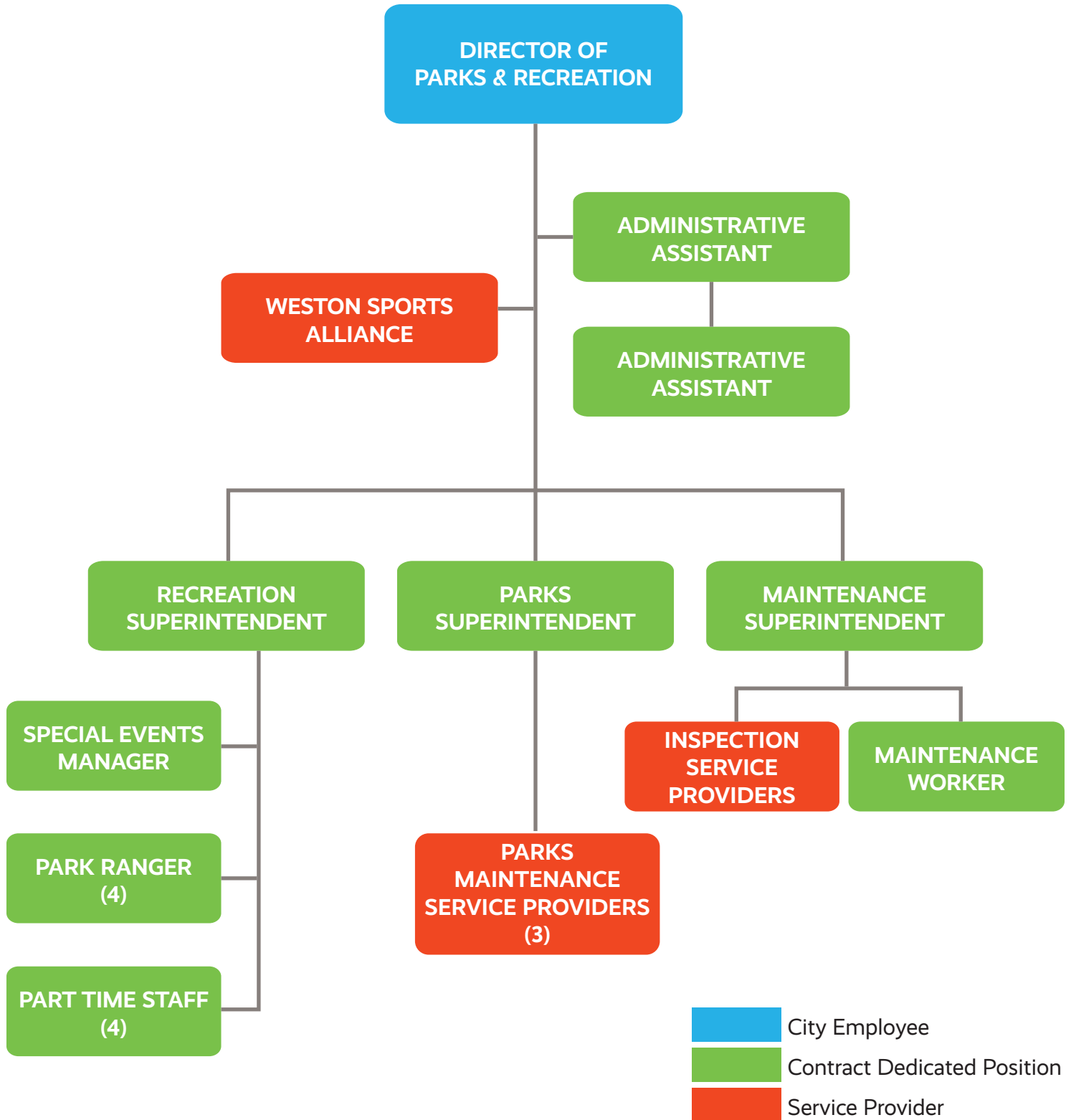


Figure1.2: Weston’s Parks and Recreation Department Organization Chart



## 1.4. Timeline for Completing the Master Plan

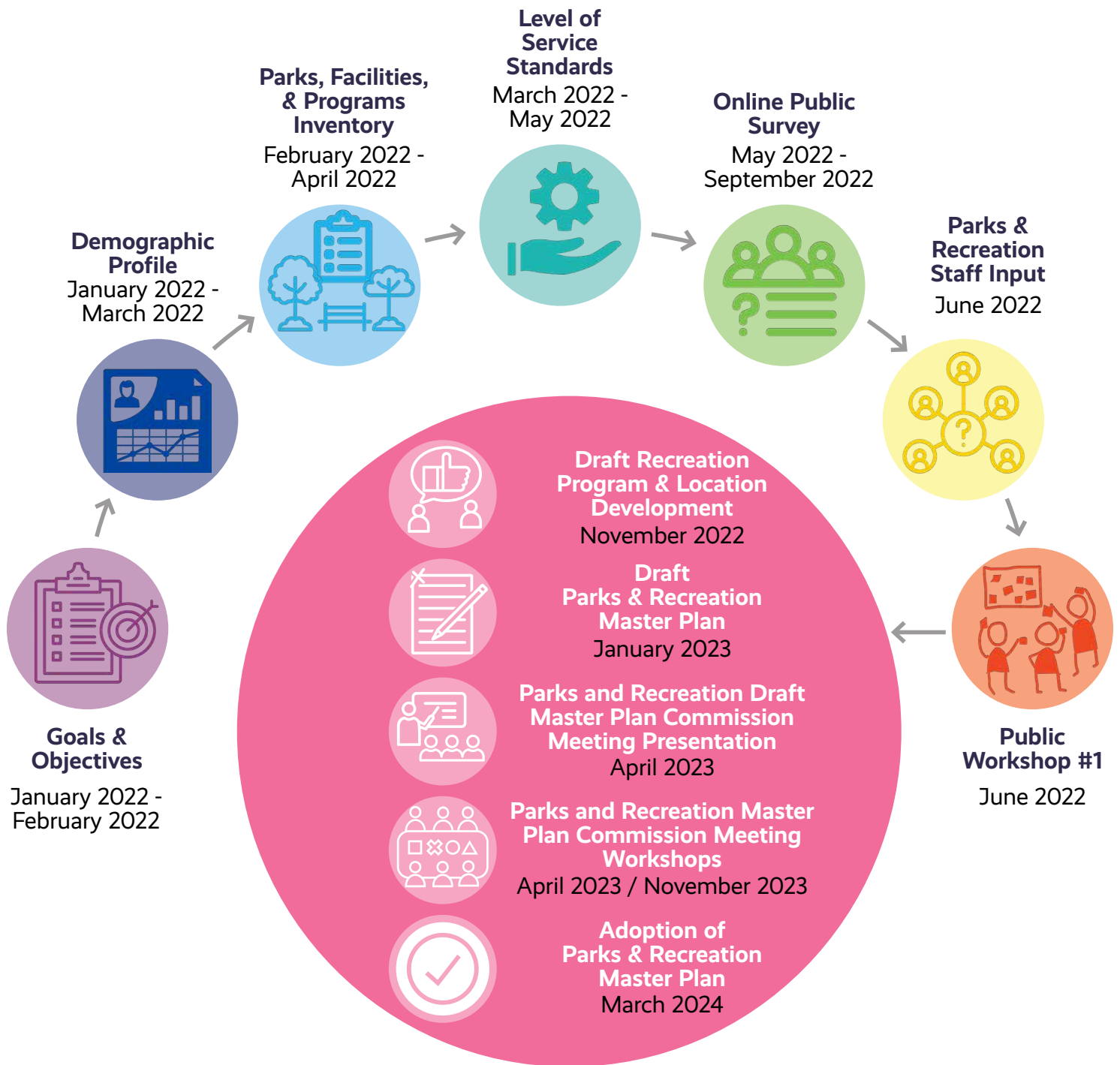


Figure1.3: Weston Parks and Recreation Master Plan Timeline







Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

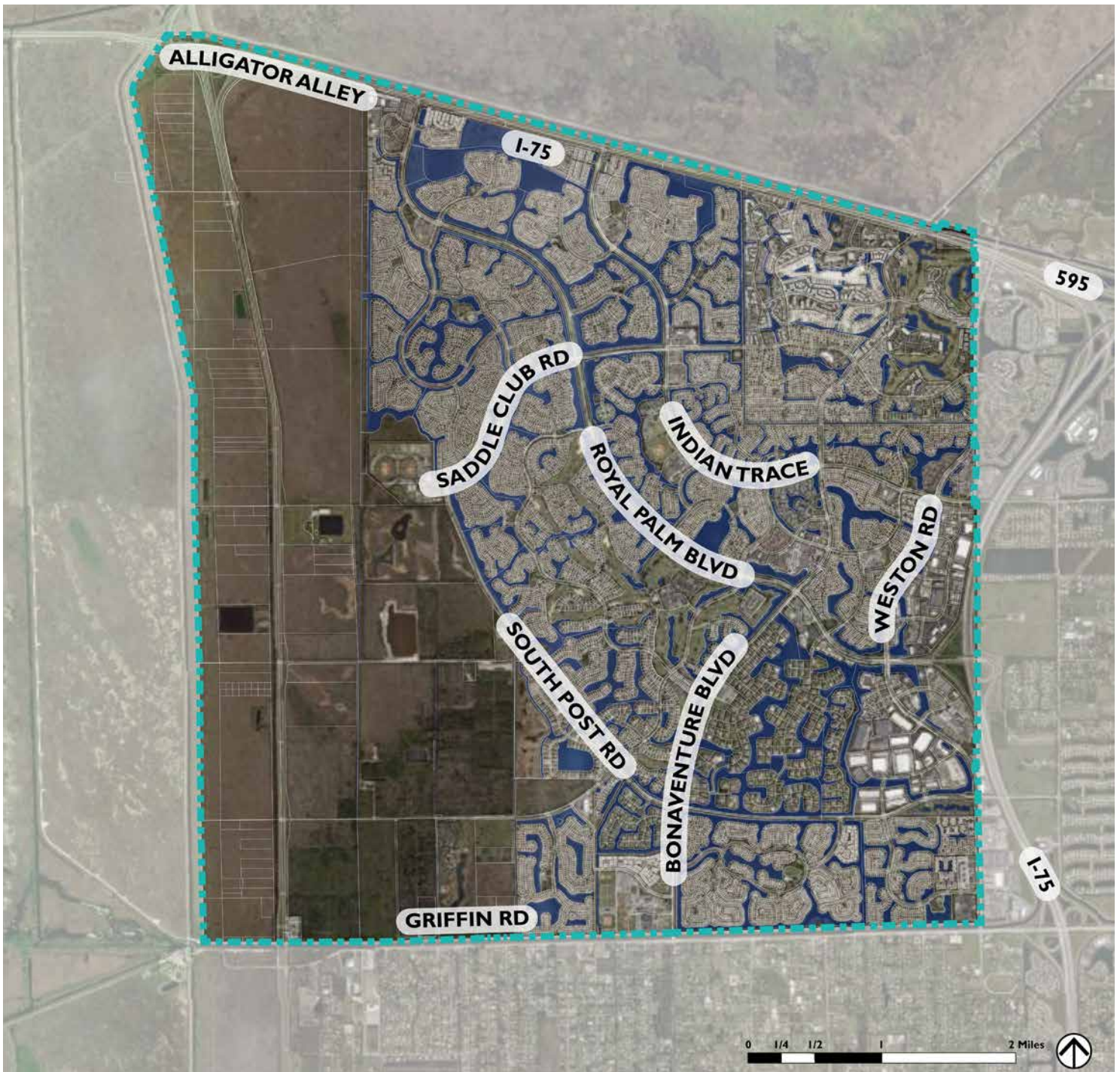


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022





## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

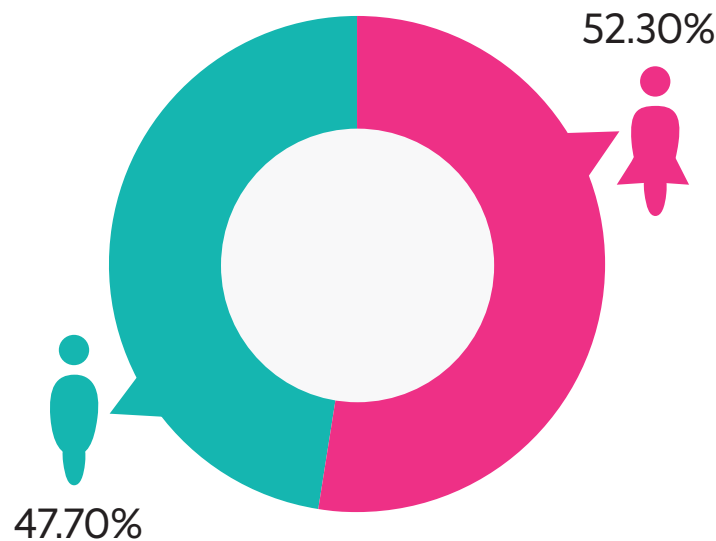


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group<sup>12</sup>.

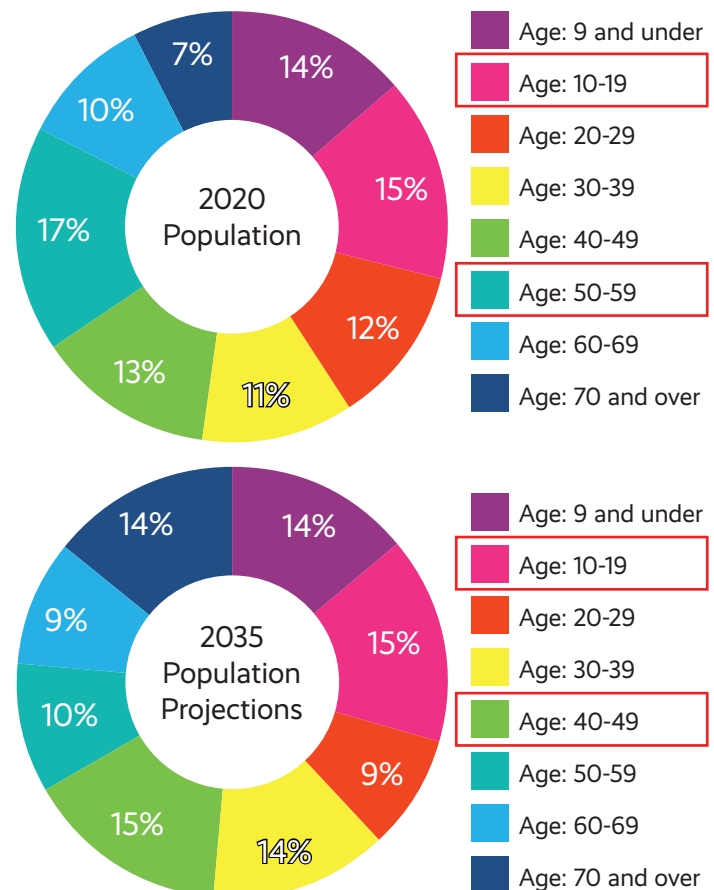


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

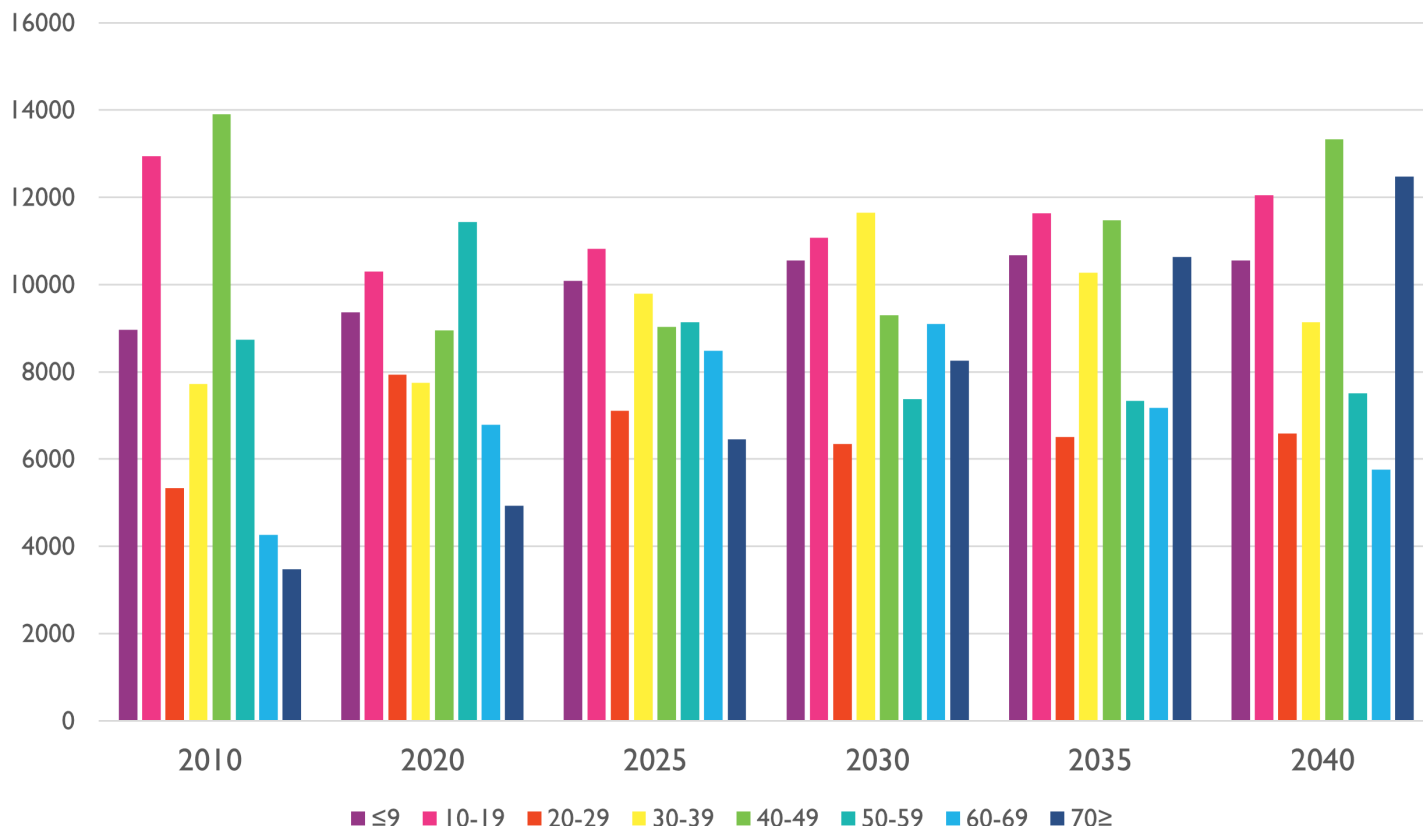


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022



## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

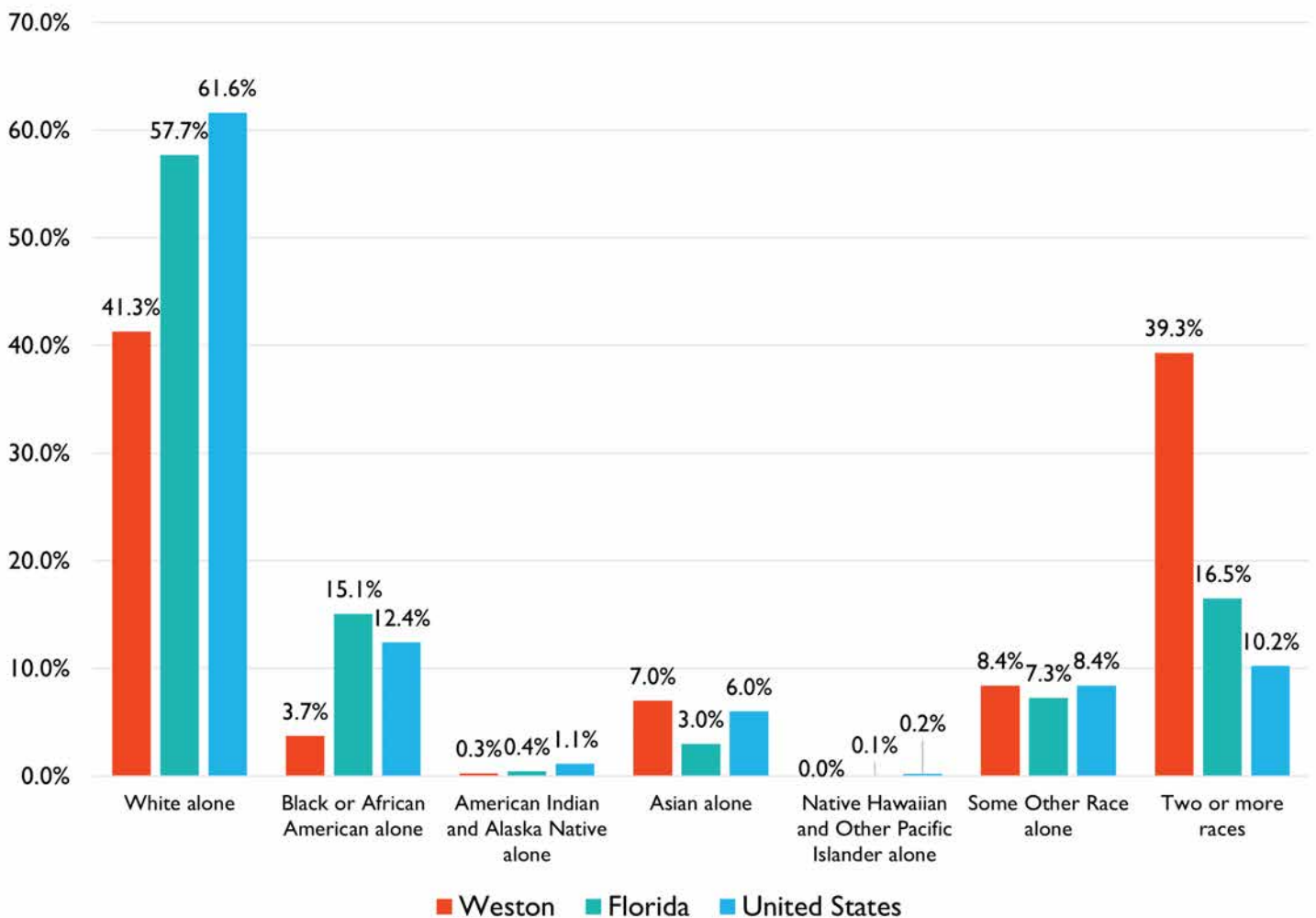


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022





### Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

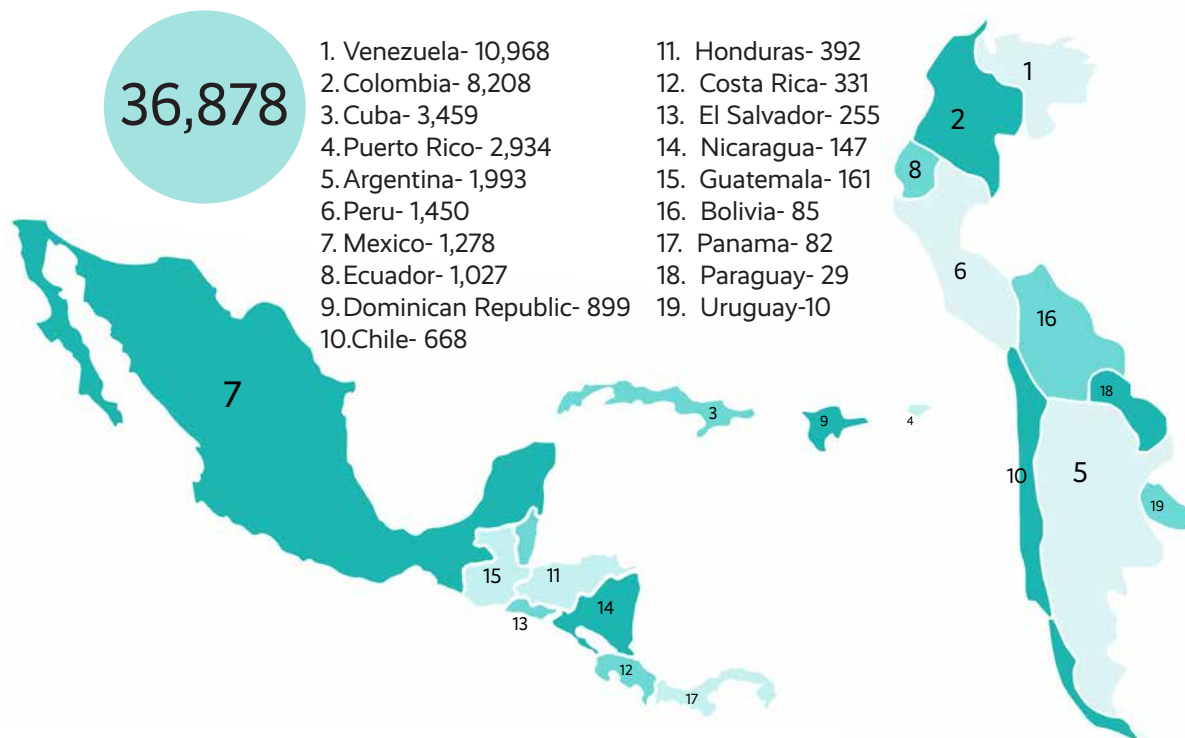


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.



### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

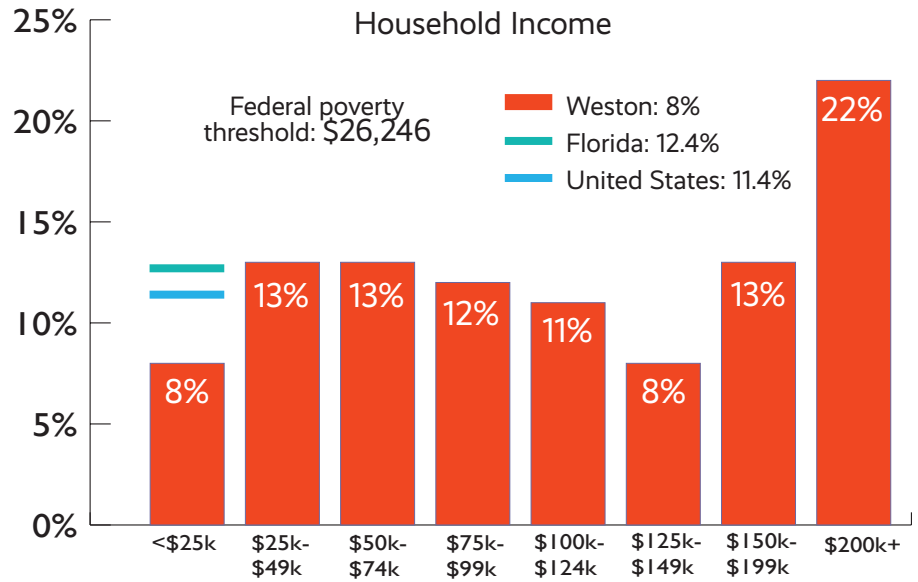


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

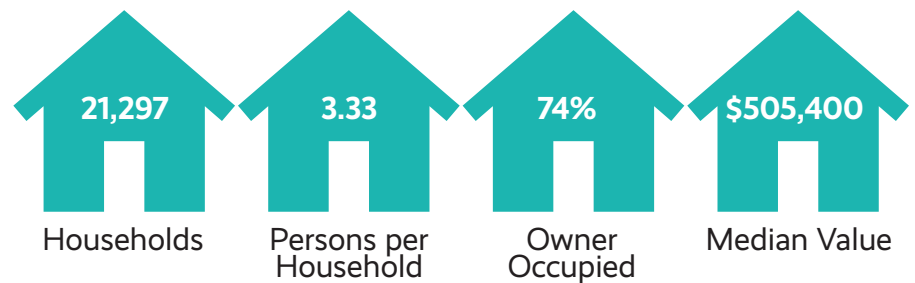


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

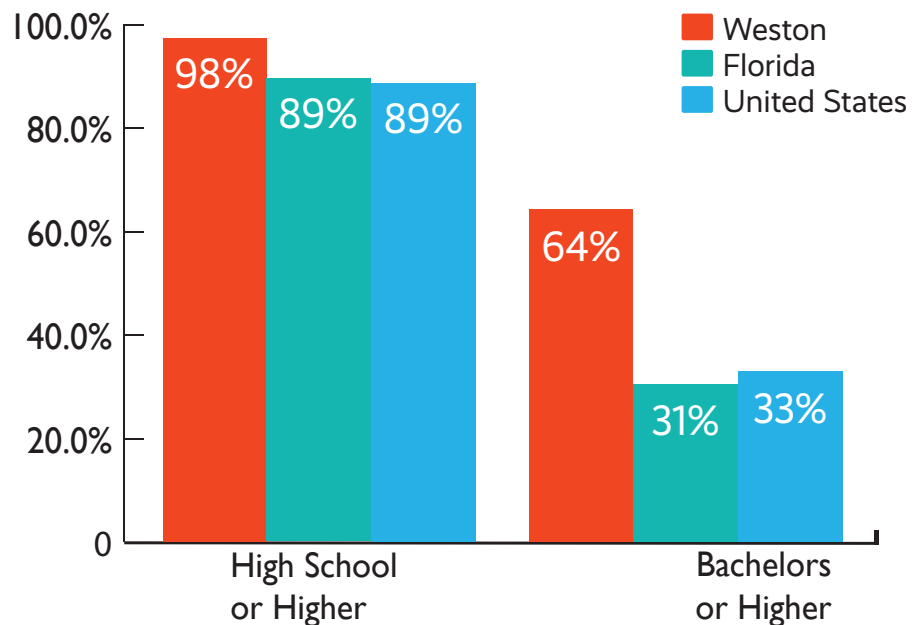


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22





## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

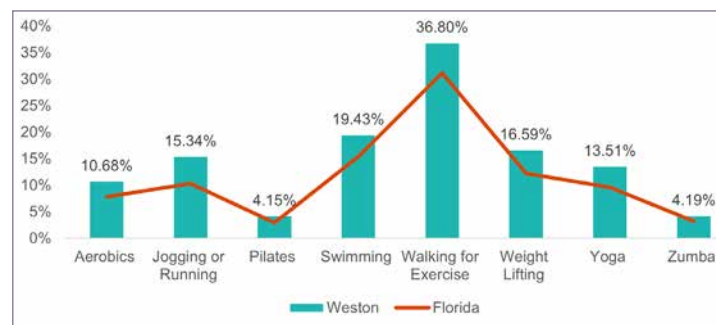


Figure 2.15: Adult Participation in Fitness Activities

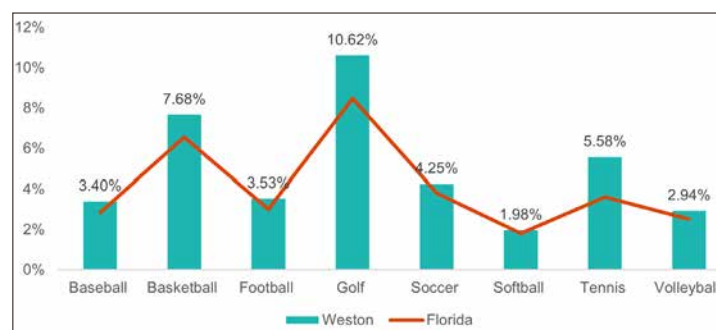


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities





The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)





### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

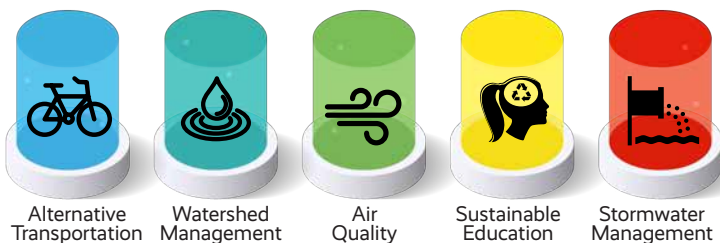


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency's overall quality of operation, management and service to the community. Weston's Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



## Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled "Park and Recreation Sustainability Practices" surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

## Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.



Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

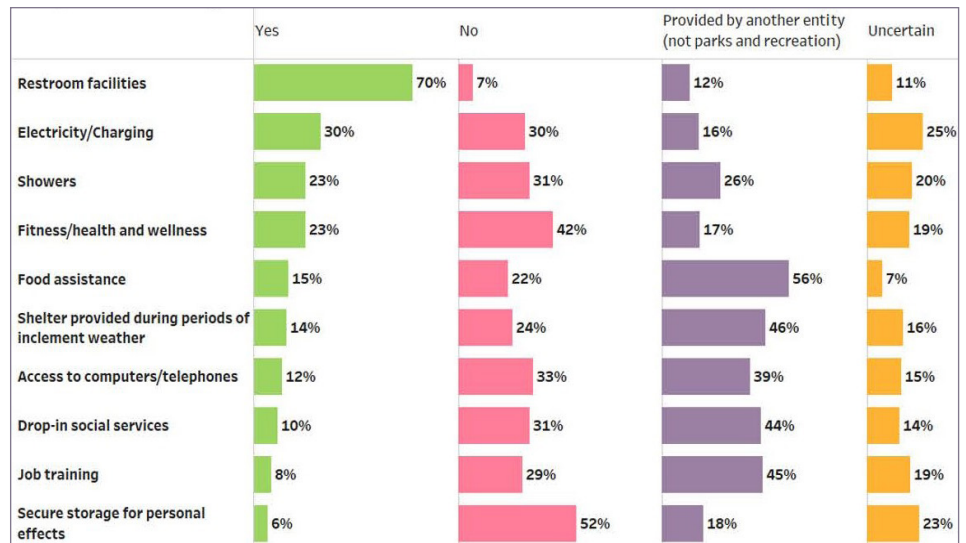


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.





### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.



## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

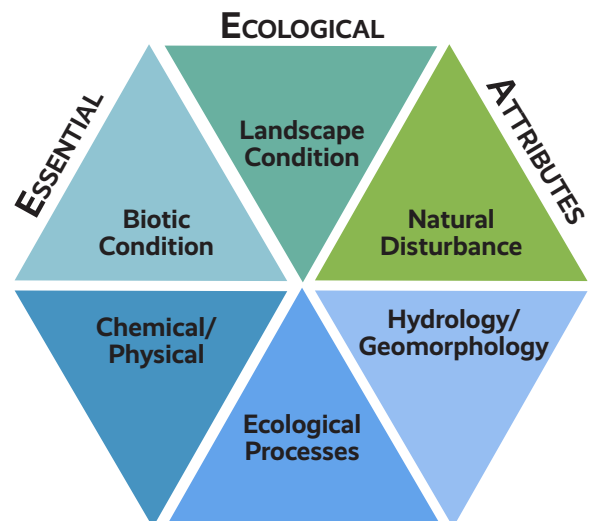


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datat/watershedcentral/plan2.cfm>





## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

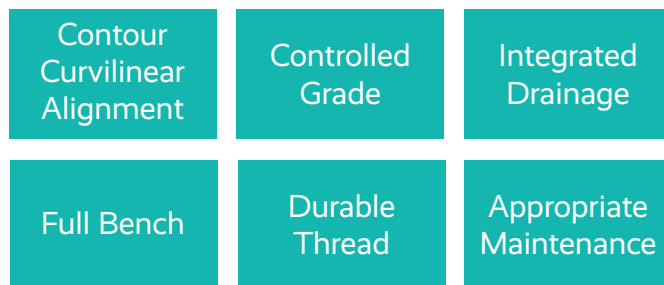
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.



### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

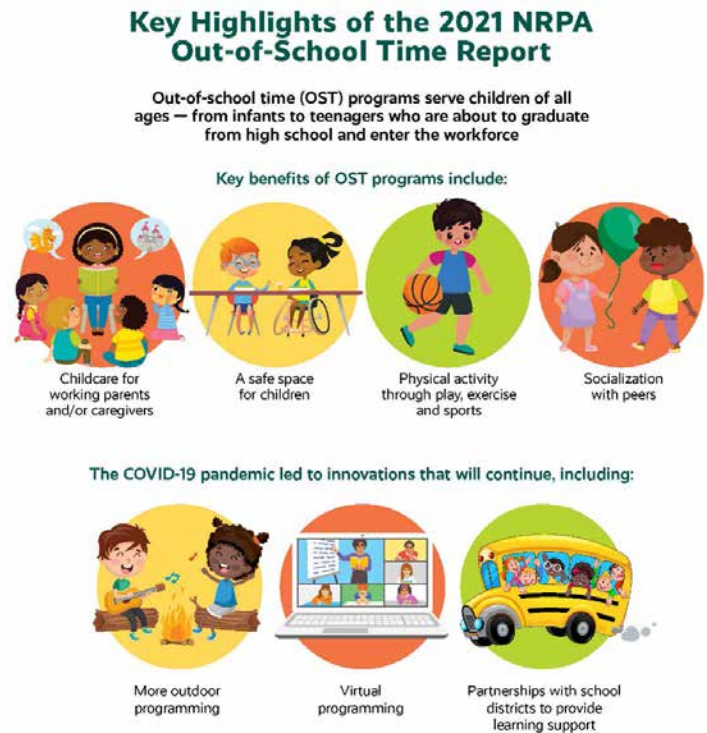


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report





## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.



	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

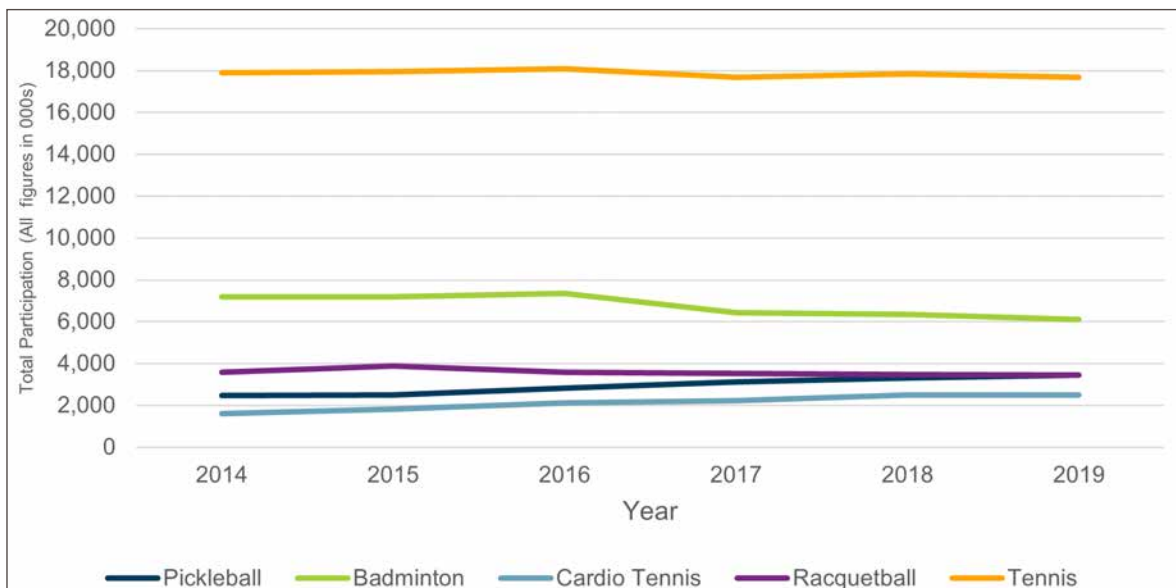


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)





### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal



setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District





### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.



### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

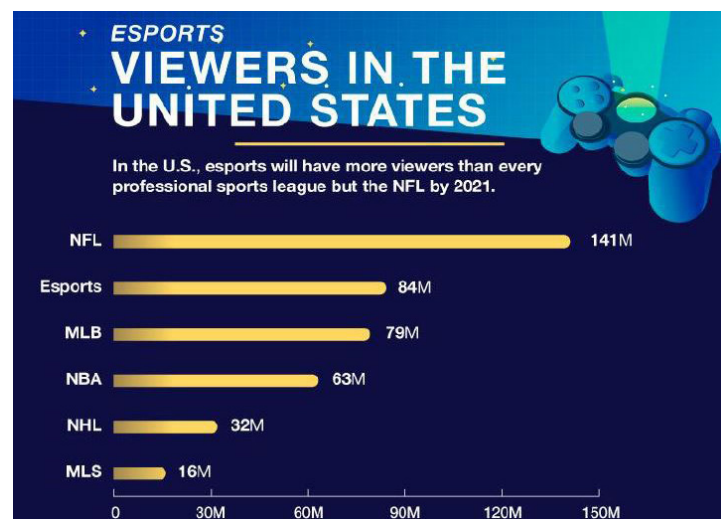


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA





## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.



## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.





### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.



Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

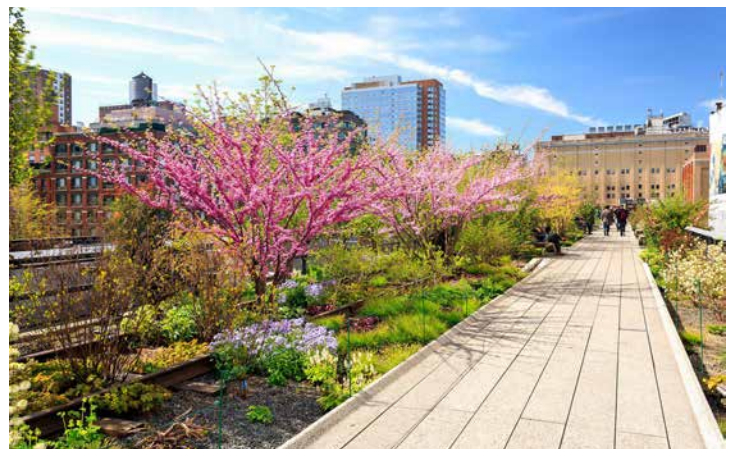


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated



by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3			1				1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







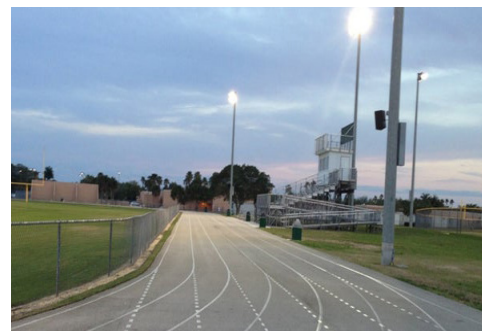
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement





### 3.1.2. Programs and Events City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.





City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



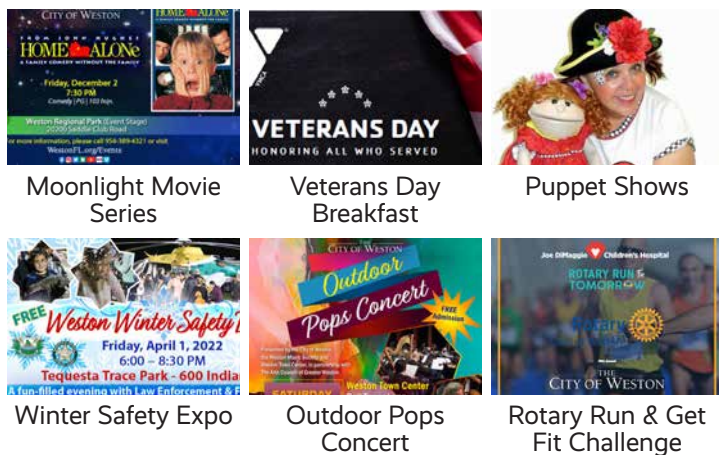
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation





## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

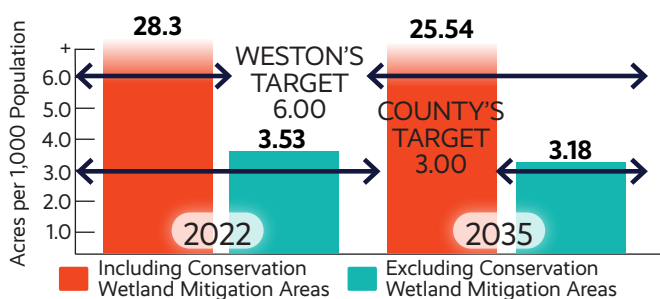


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.

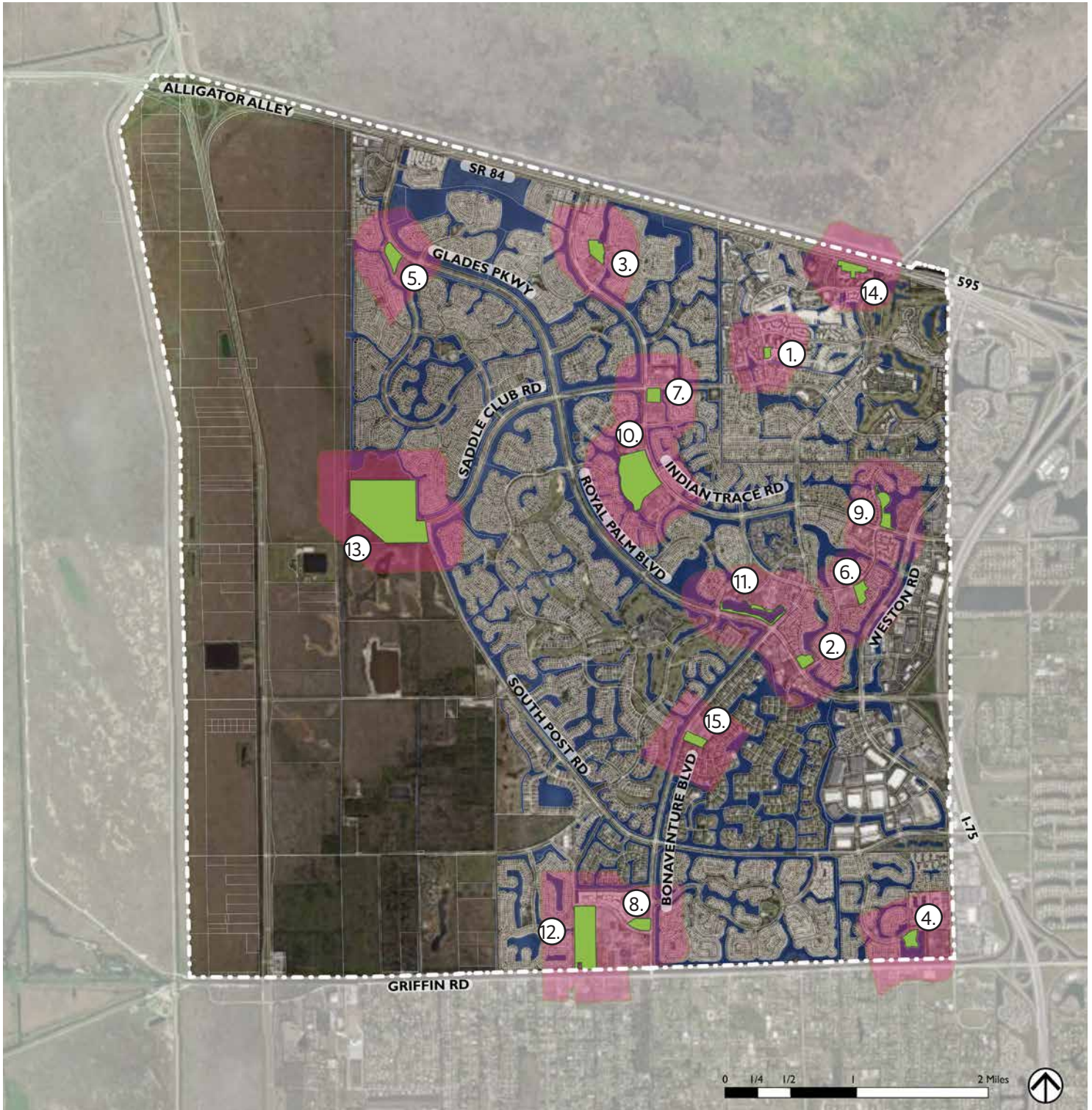
The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.










### City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

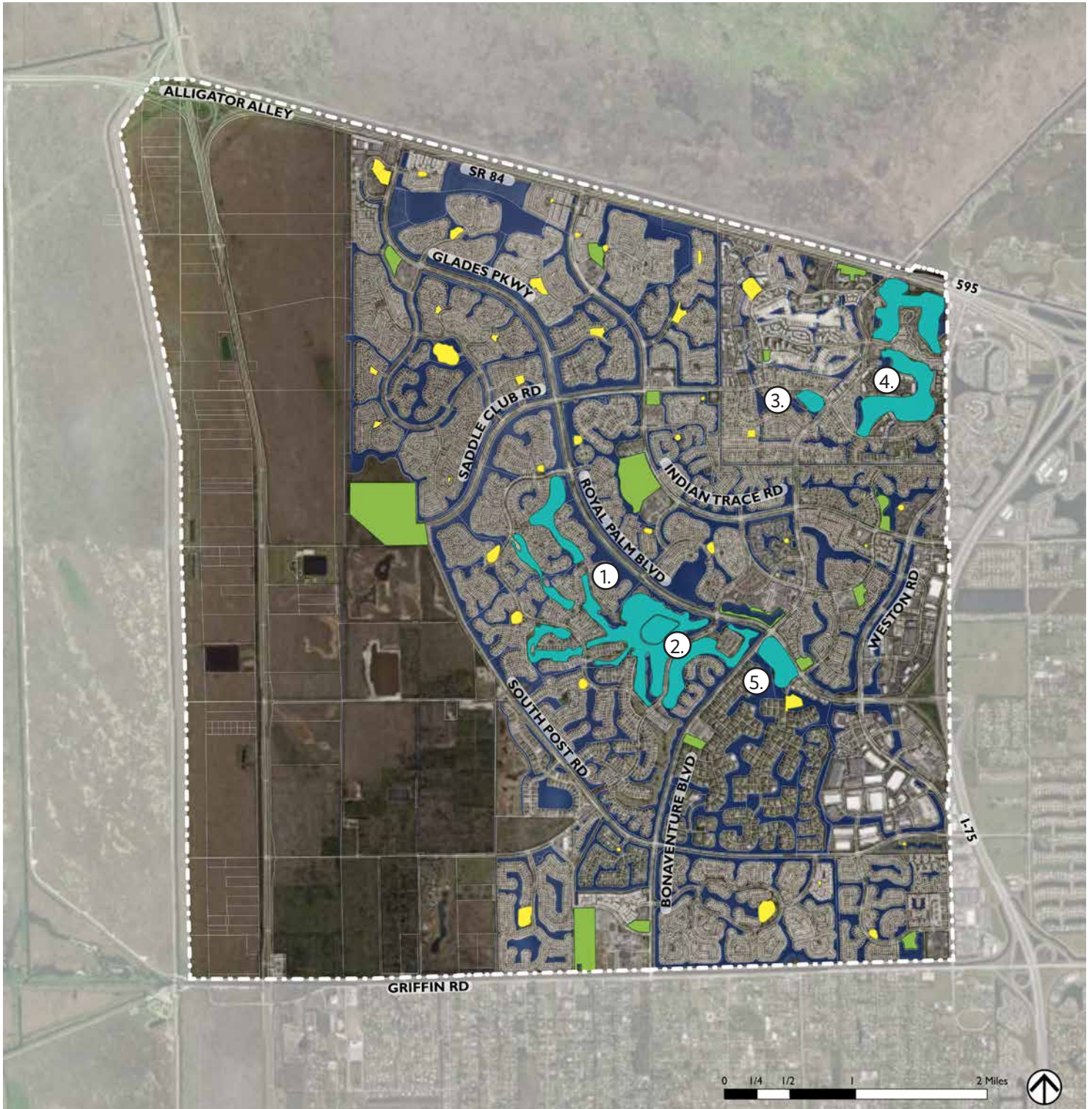
Figure 3.10: City Park Walkability (5-min Parkshed)







## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

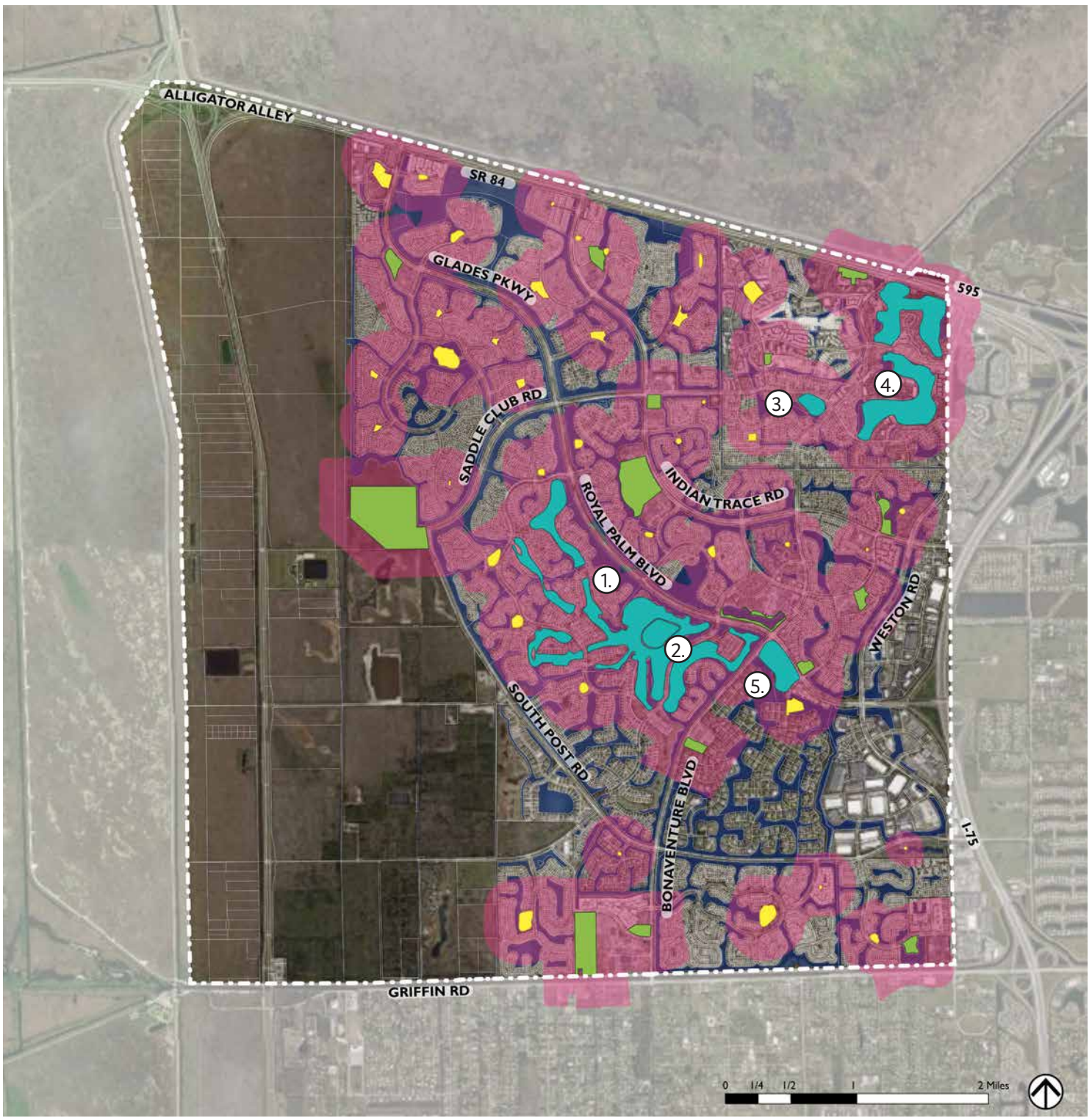
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)





## City Bike and Pedestrian Paths Map



**LEGEND:**

- City of Weston Boundary
- City Parks
- Private Amenities
- Private Community Amenities
- Sidewalk
- Shared Use Path\*
- Bike Lane
- Paved Shoulder

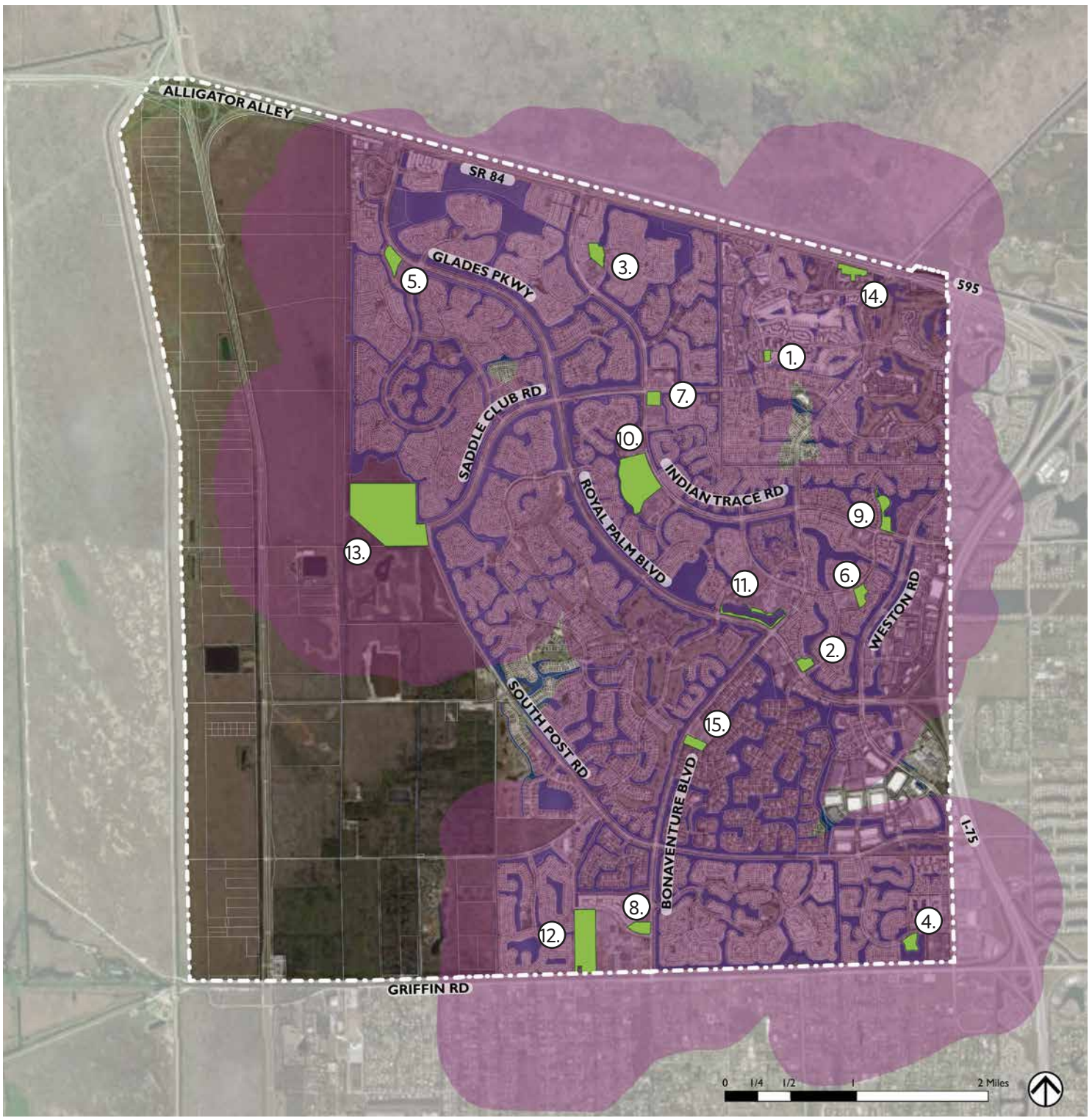
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map





### Park Bikeability (6-min Parkshed)



**LEGEND:**

City of Weston Boundary

City Parks

City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

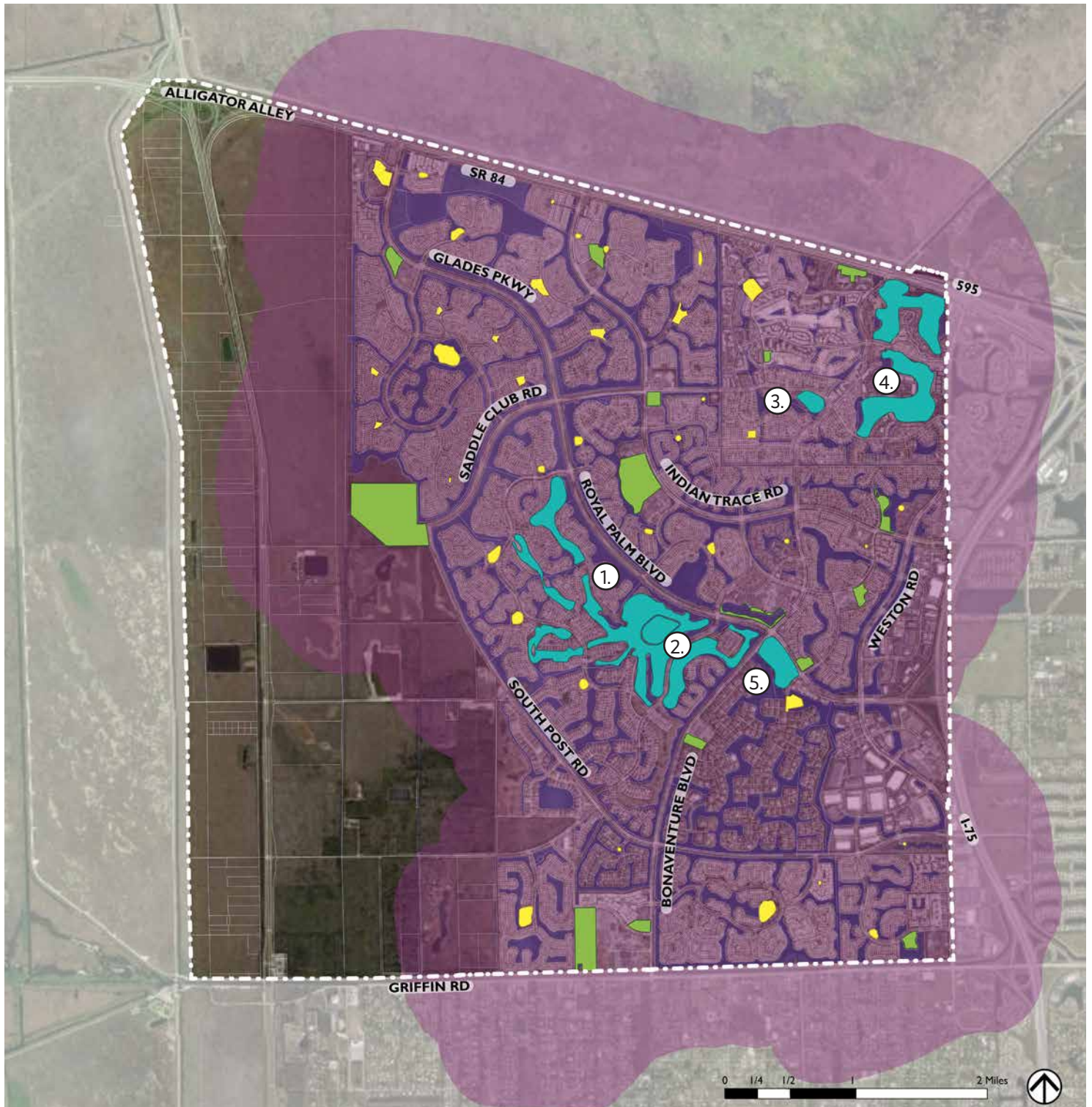
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities





### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #d9ead3; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
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Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

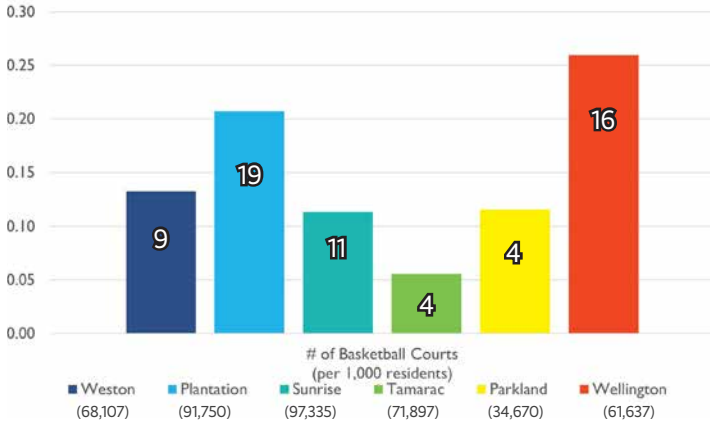
**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study





Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

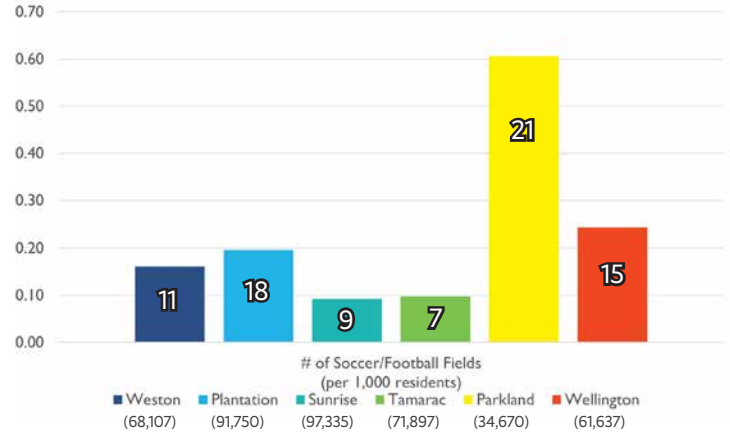
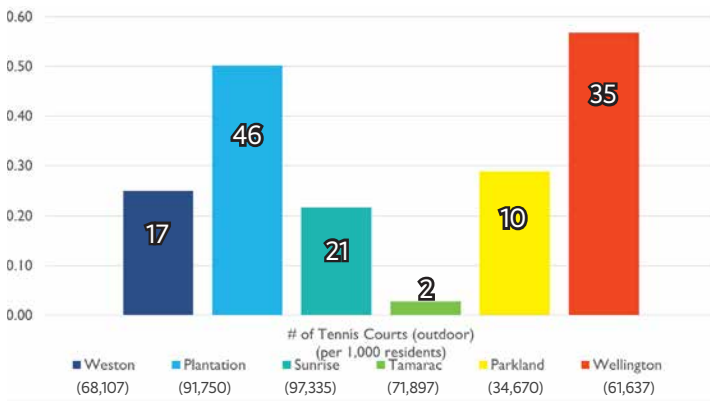


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

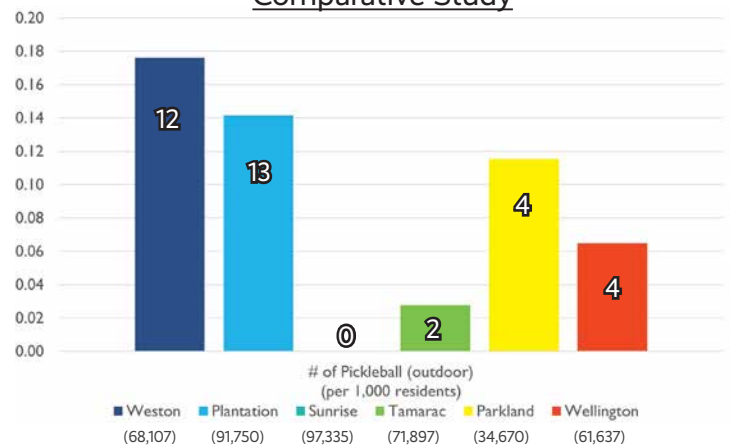
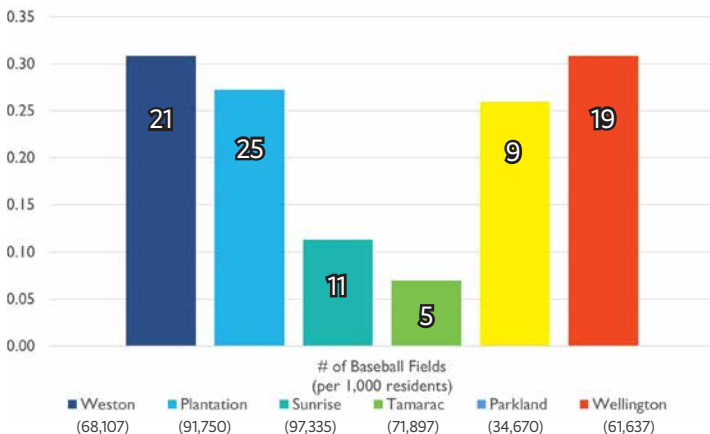


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

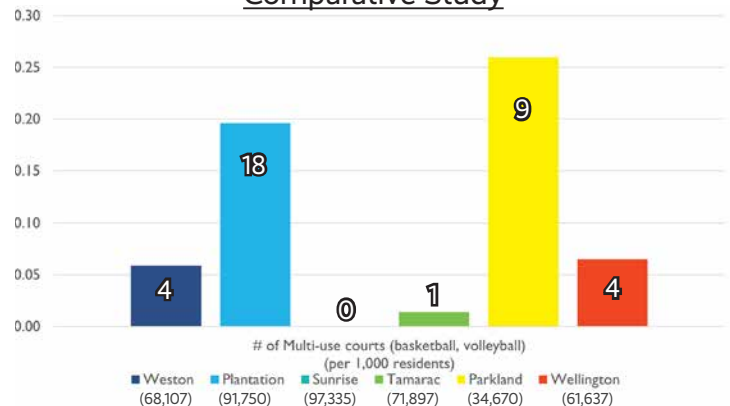


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



**Multipurpose Synthetic Fields Comparative Study**

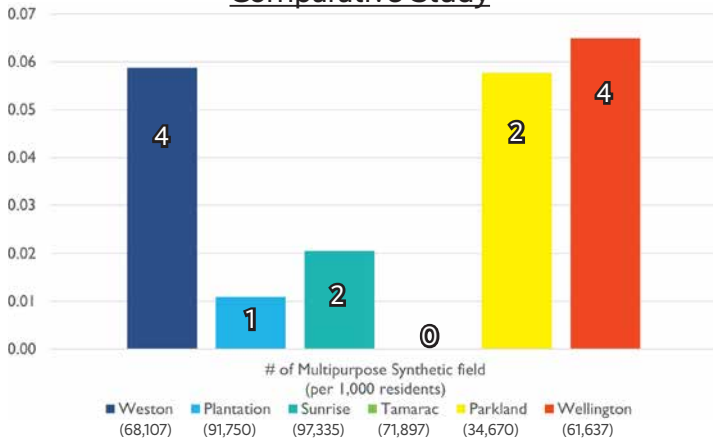


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

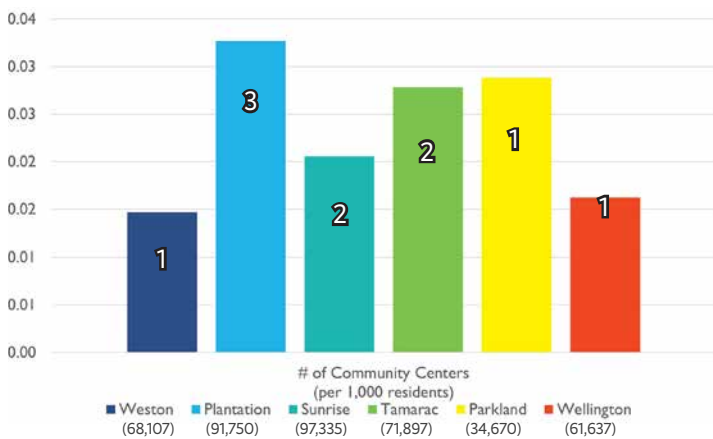


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

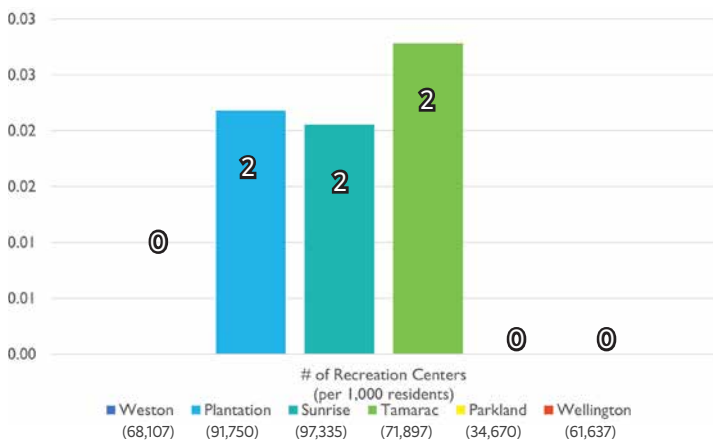


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities



can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and “districts”, each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>







City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Health Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

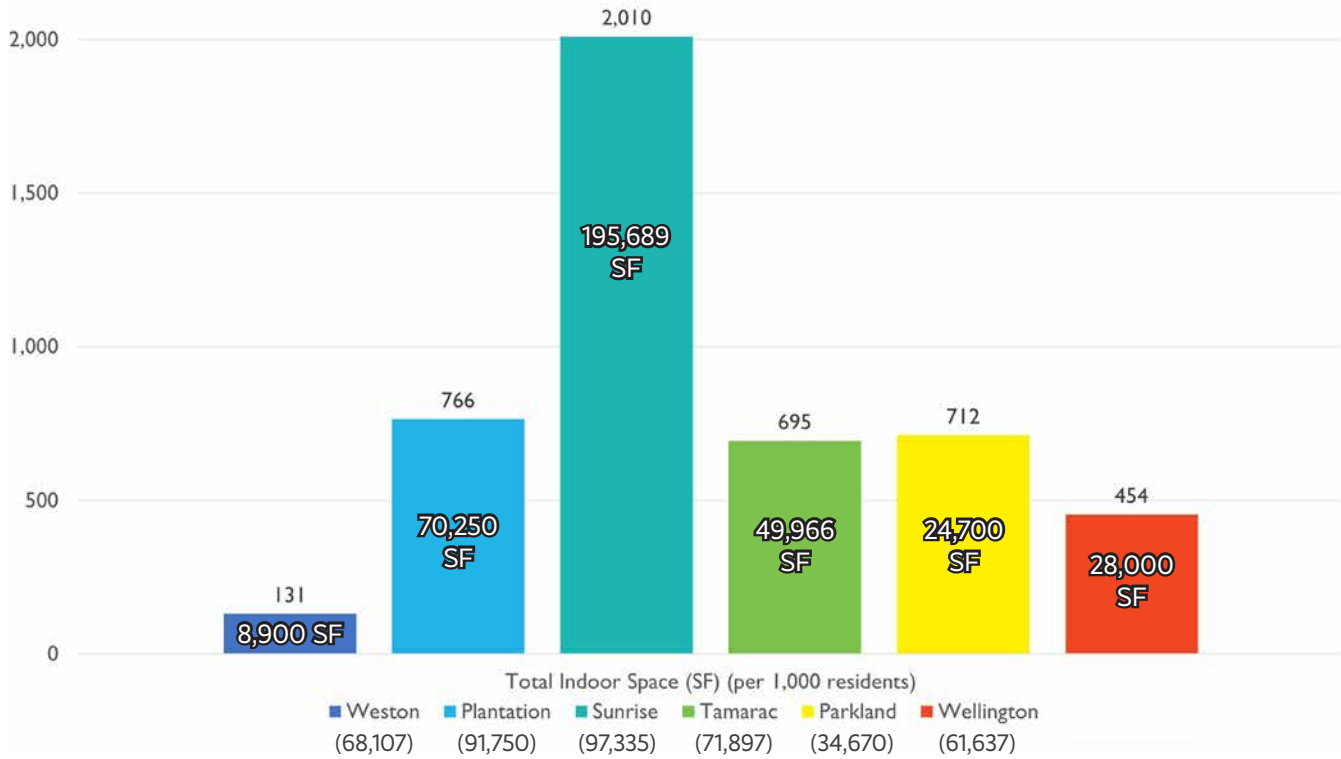


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

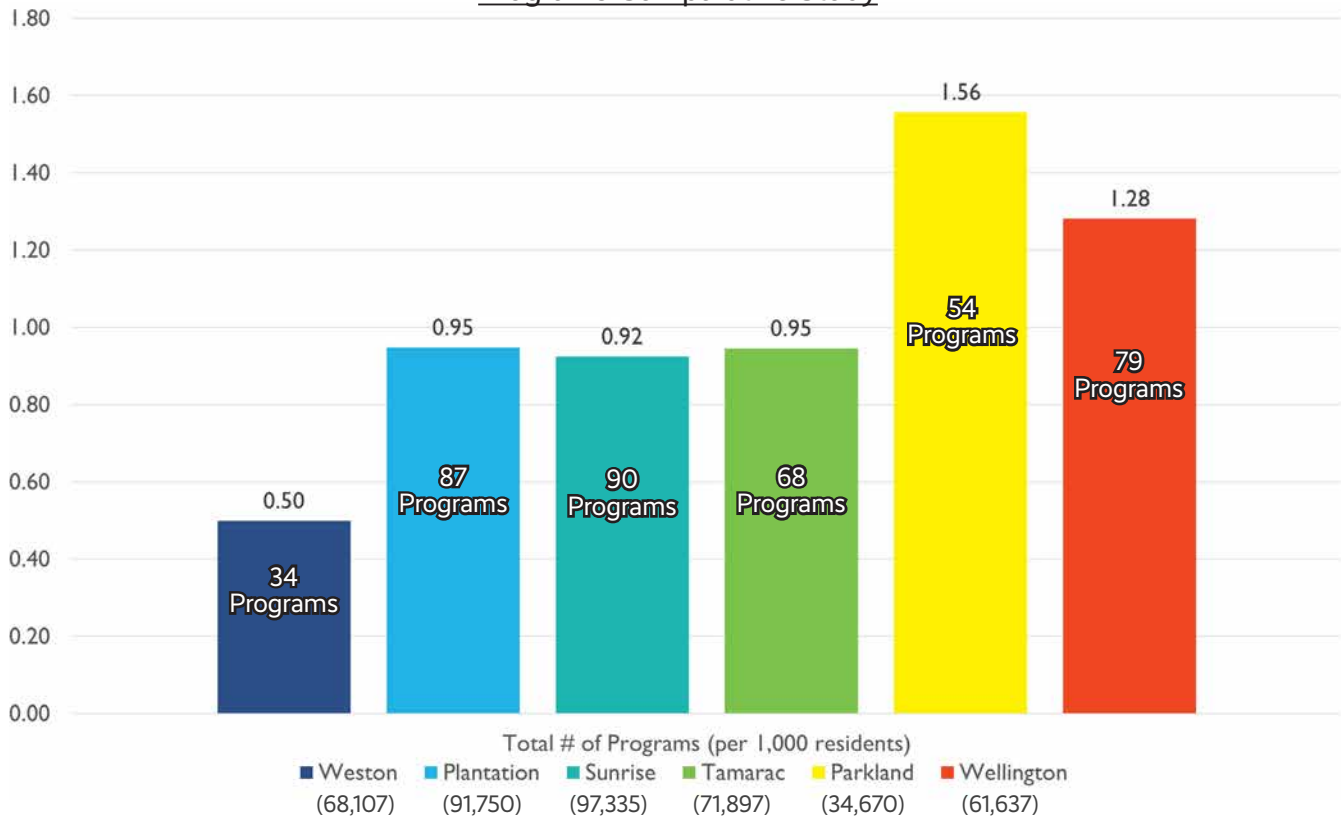


Figure 3.26: Programs Comparative Study





## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

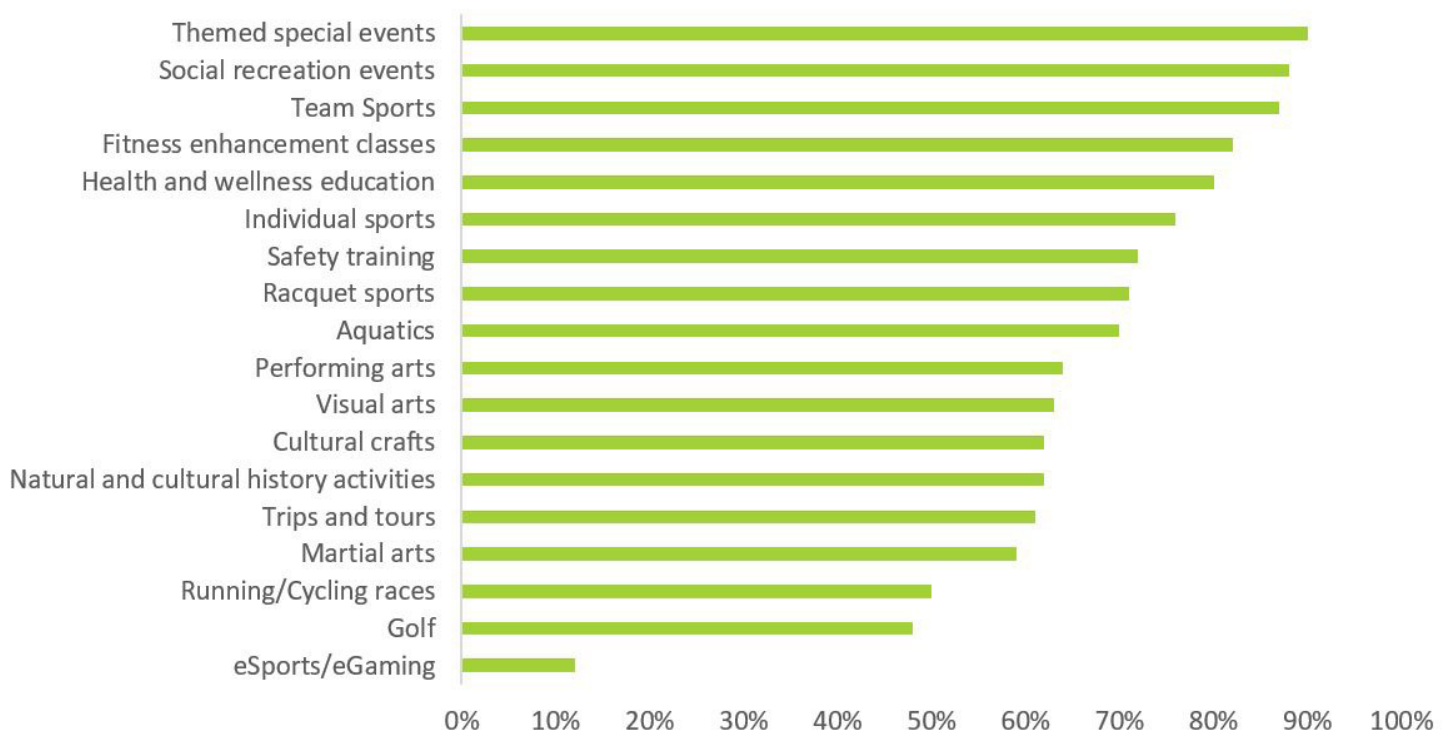


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.







### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone



### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming







Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston’s contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

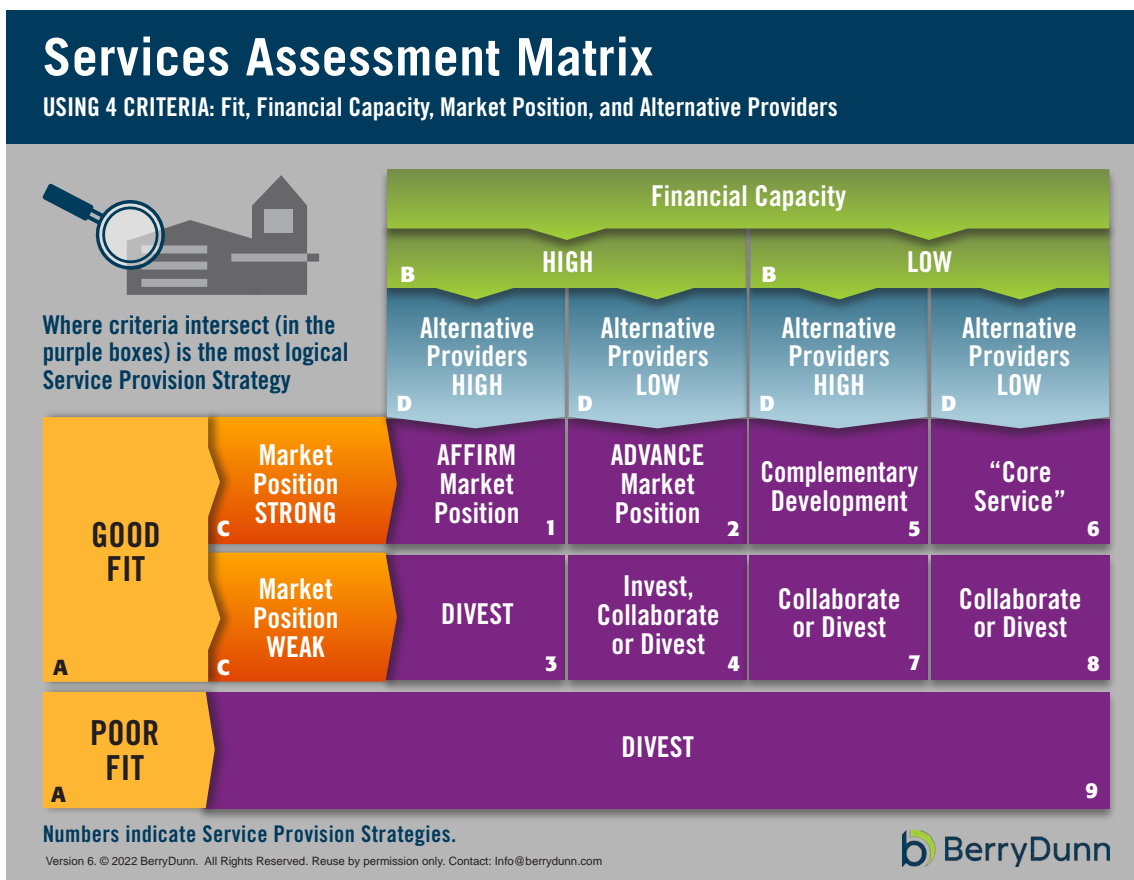


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT





## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind—This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities—Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

#### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

#### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used





parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS







## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

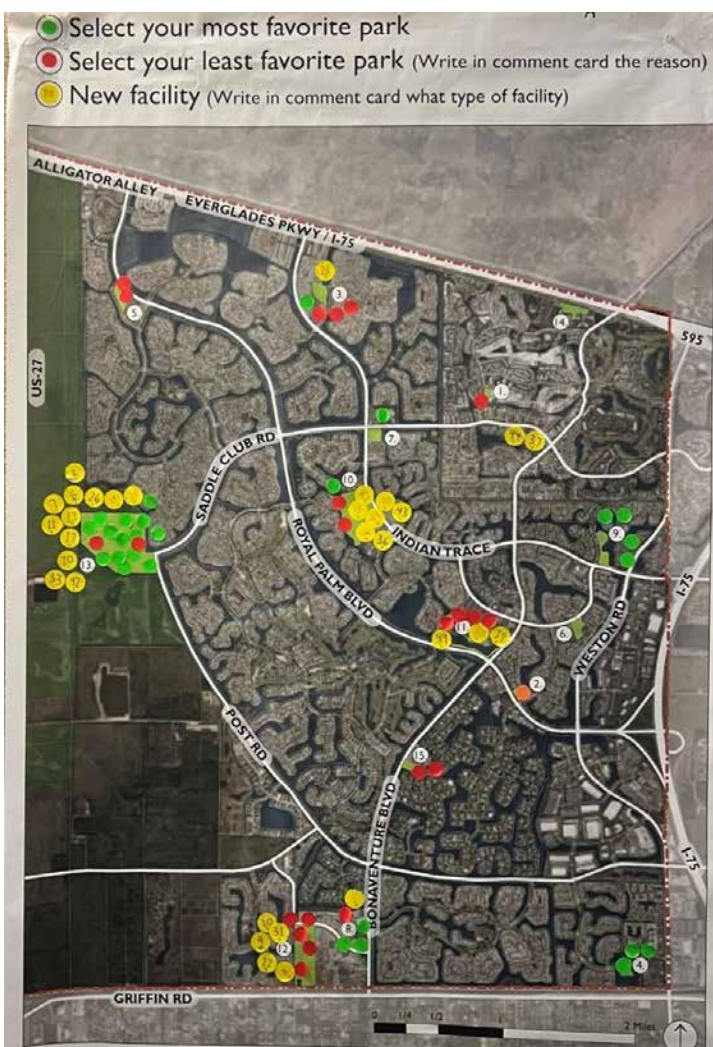


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.



### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

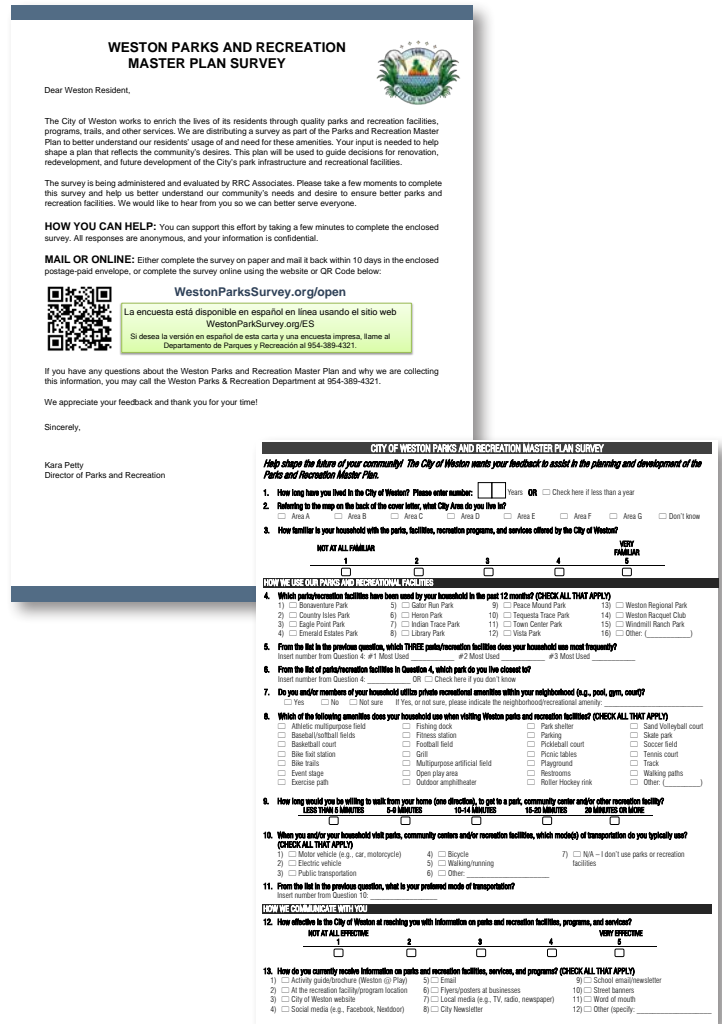


Figure 4.11: Survey Cover Letter and Survey Sample.

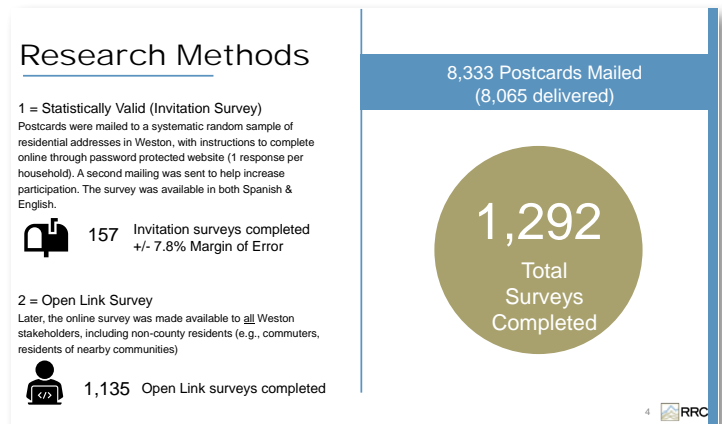
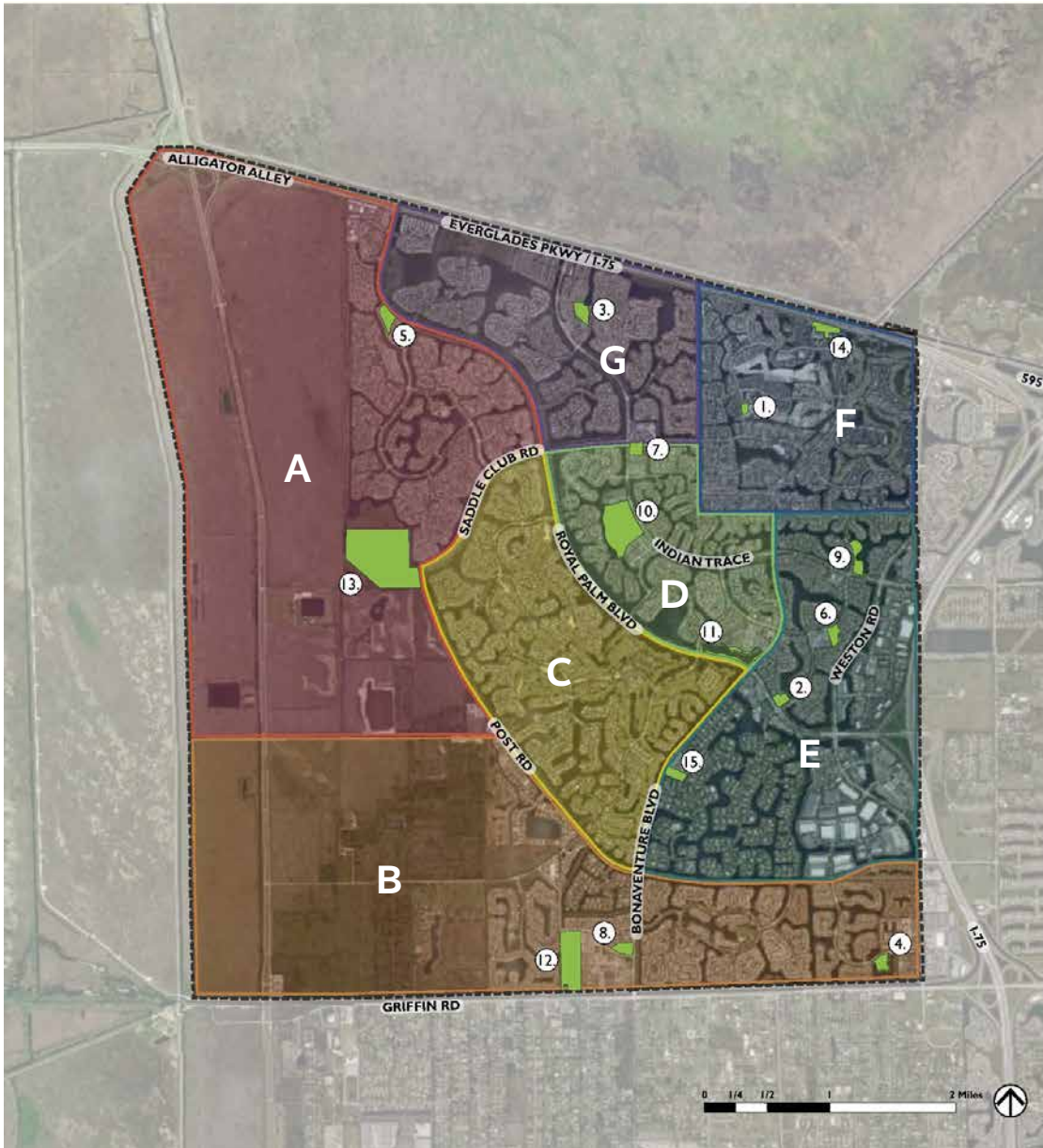


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.





## CITY OF WESTON AREAS & PARKS MAP




**LEGEND**


- |   |                         |   |            |
|---|-------------------------|---|------------|
| -----   | City of Weston Boundary | <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | City Parks |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #d62728; border: 1px solid black;"></span> | Area A                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #17becf; border: 1px solid black;"></span> | Area E     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ff7f0e; border: 1px solid black;"></span> | Area B                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #1f77b4; border: 1px solid black;"></span> | Area F     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00; border: 1px solid black;"></span> | Area C                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: #9467bd; border: 1px solid black;"></span> | Area G     |
| <span style="display: inline-block; width: 15px; height: 15px; background-color: #92d050; border: 1px solid black;"></span> | Area D                  |   |            |
- 
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

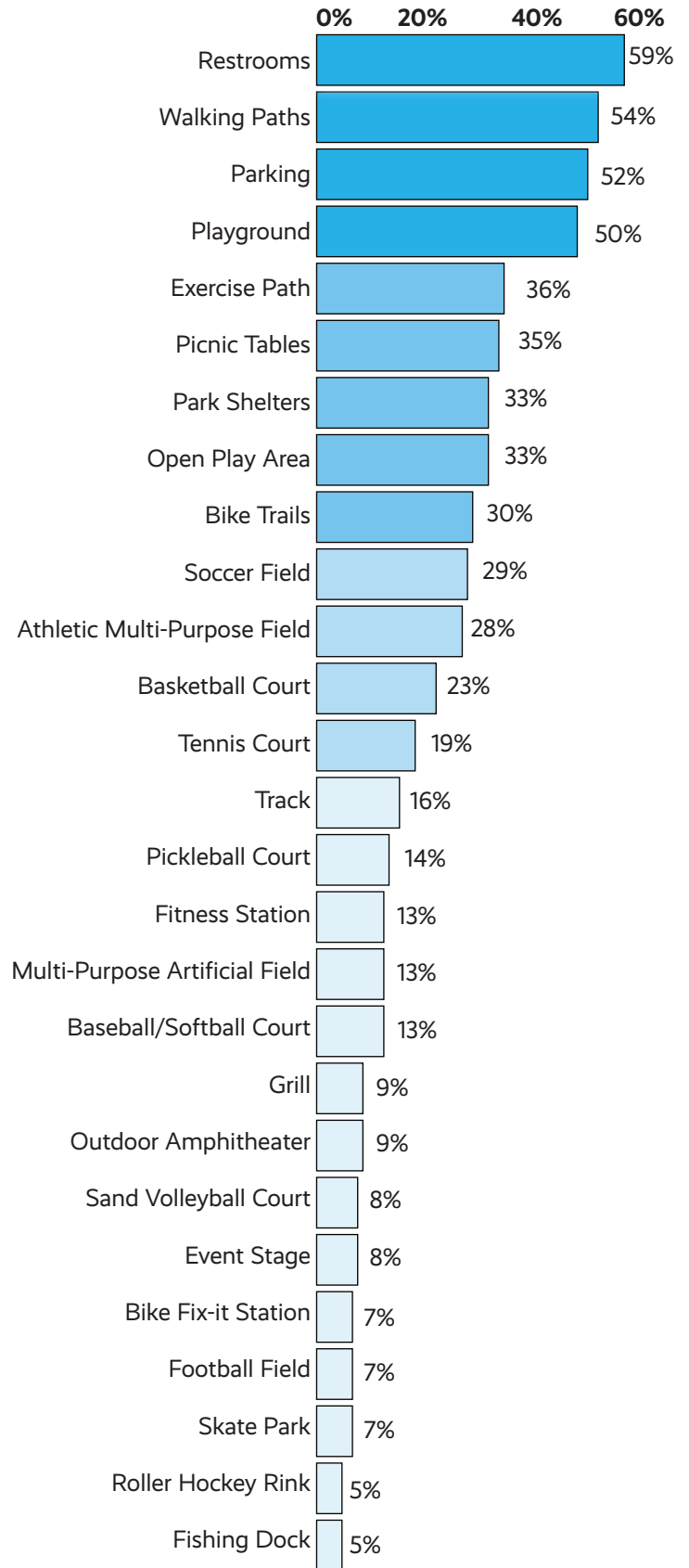


Figure 4.14: Overall Use of Amenities Graph.





What to Improve - Facilities & Amenities:

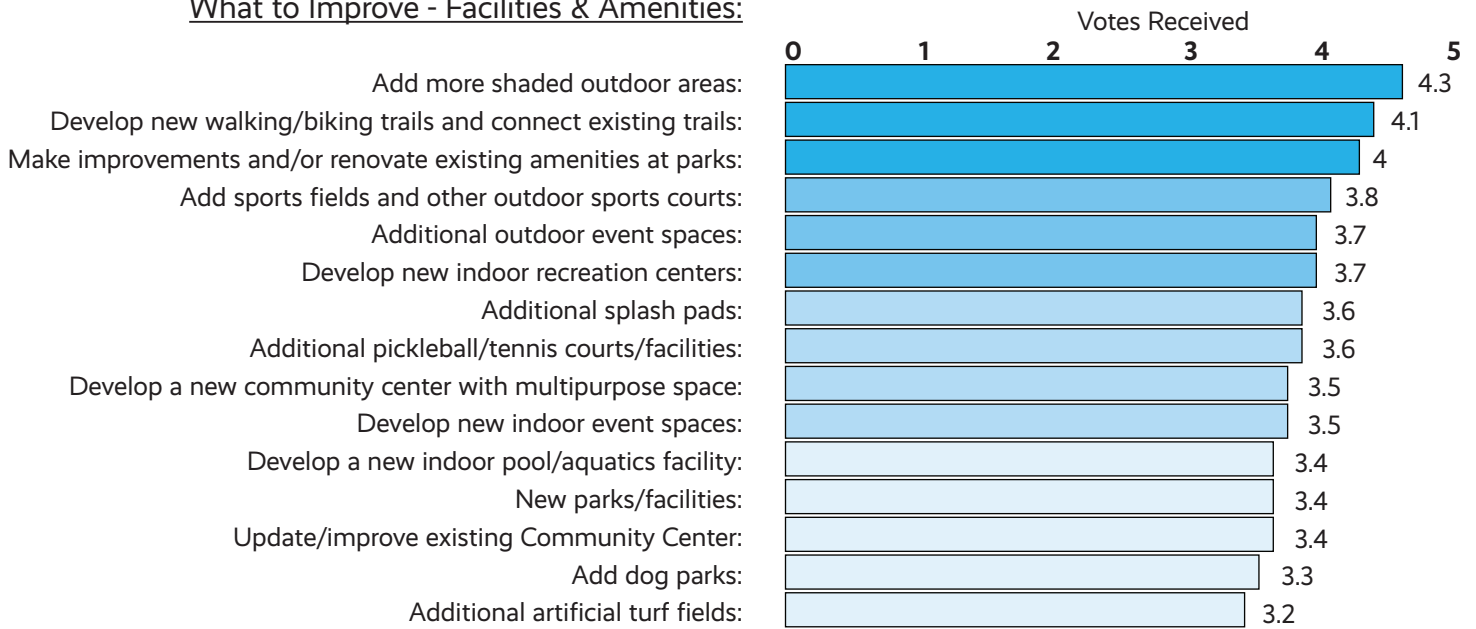


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

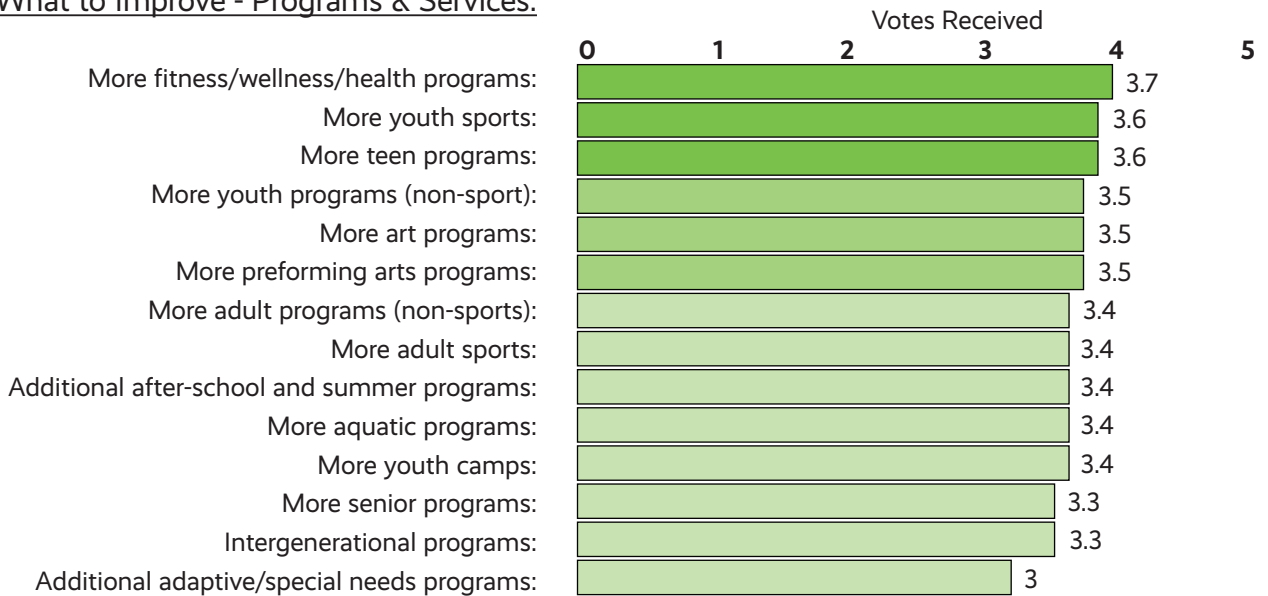


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

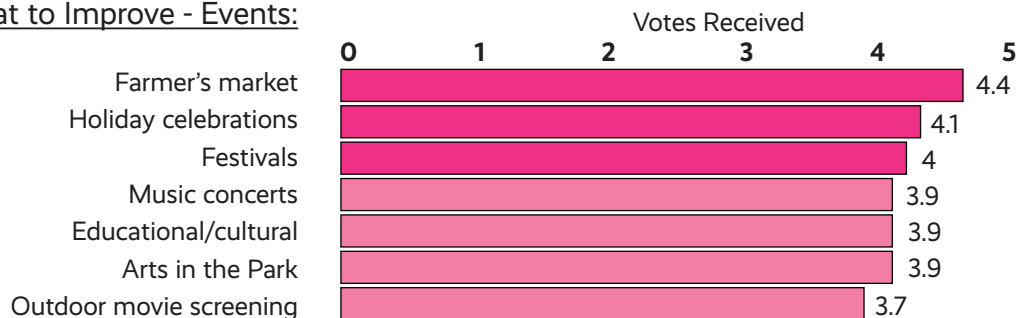


Figure 4.17: What to Improve - Events Graph.







## What to Improve - Facilities & Amenities:

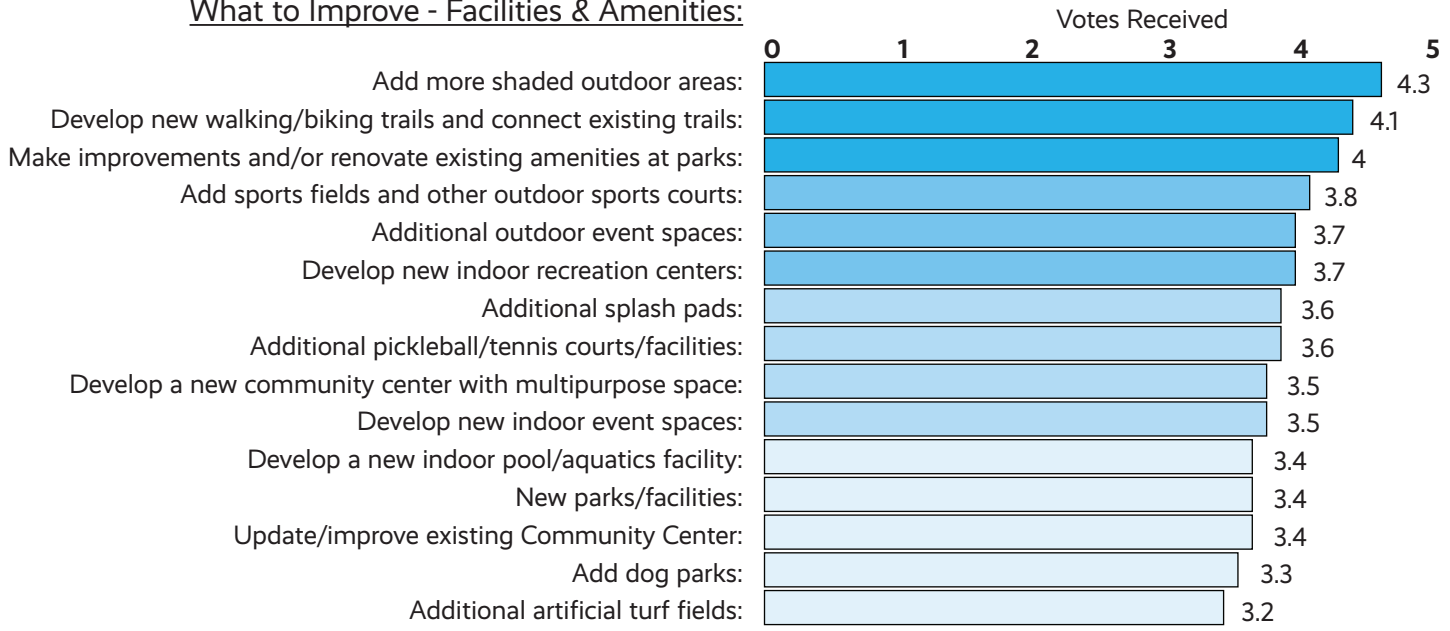


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

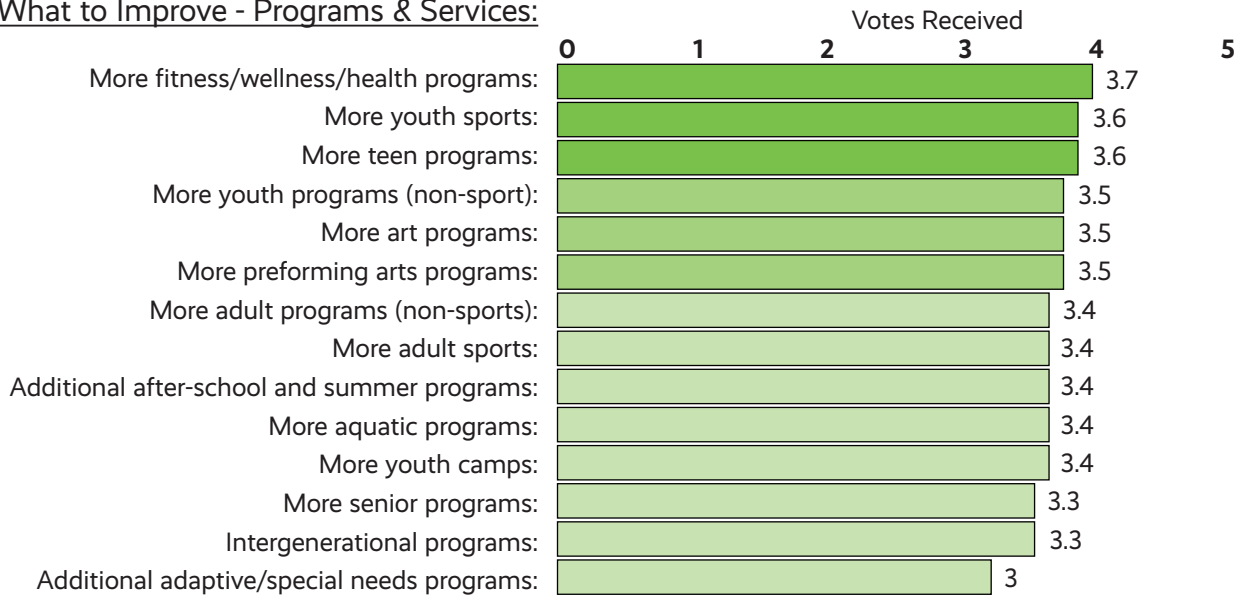


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

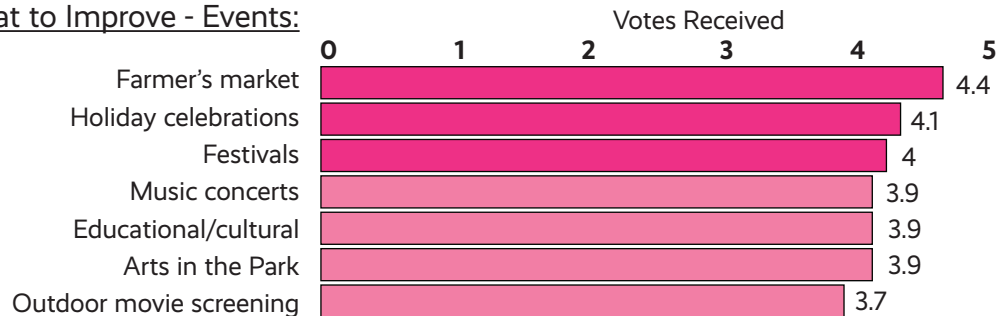


Figure 4.20: What to Improve - Events Graph.





### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.



Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking



**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.







Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.



**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.





<b>Events Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Farmers Market	15								6	9
Festivals	11								2	9		
Holiday Celebrations	9									9		
Arts in the Park	8							2		6		
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Music Events	7		1							6		
Art Shows	6							2	4			
Community Events	6									6		

Table 4.5: Events Key Matrix.

<b>Department Organization Key Matrix</b>		<b>Qualitative Data</b>							<b>Quantitative Data</b>			
<b>Key Issue - Rating Scale</b>  <b>First Priority = 3 pts</b> <b>Second Priority = 2 pts</b> <b>Third Priority = 1 pt</b>  * <b>Public Workshop</b> counted for 2x times the pts * <b>Public Survey</b> counted for 3x times the pts	<b>TOTAL</b>	P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
		Communication regarding facilities/programs/events	13	3	1					3		6
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.



# 05



## CHAPTER 5: VISION







## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



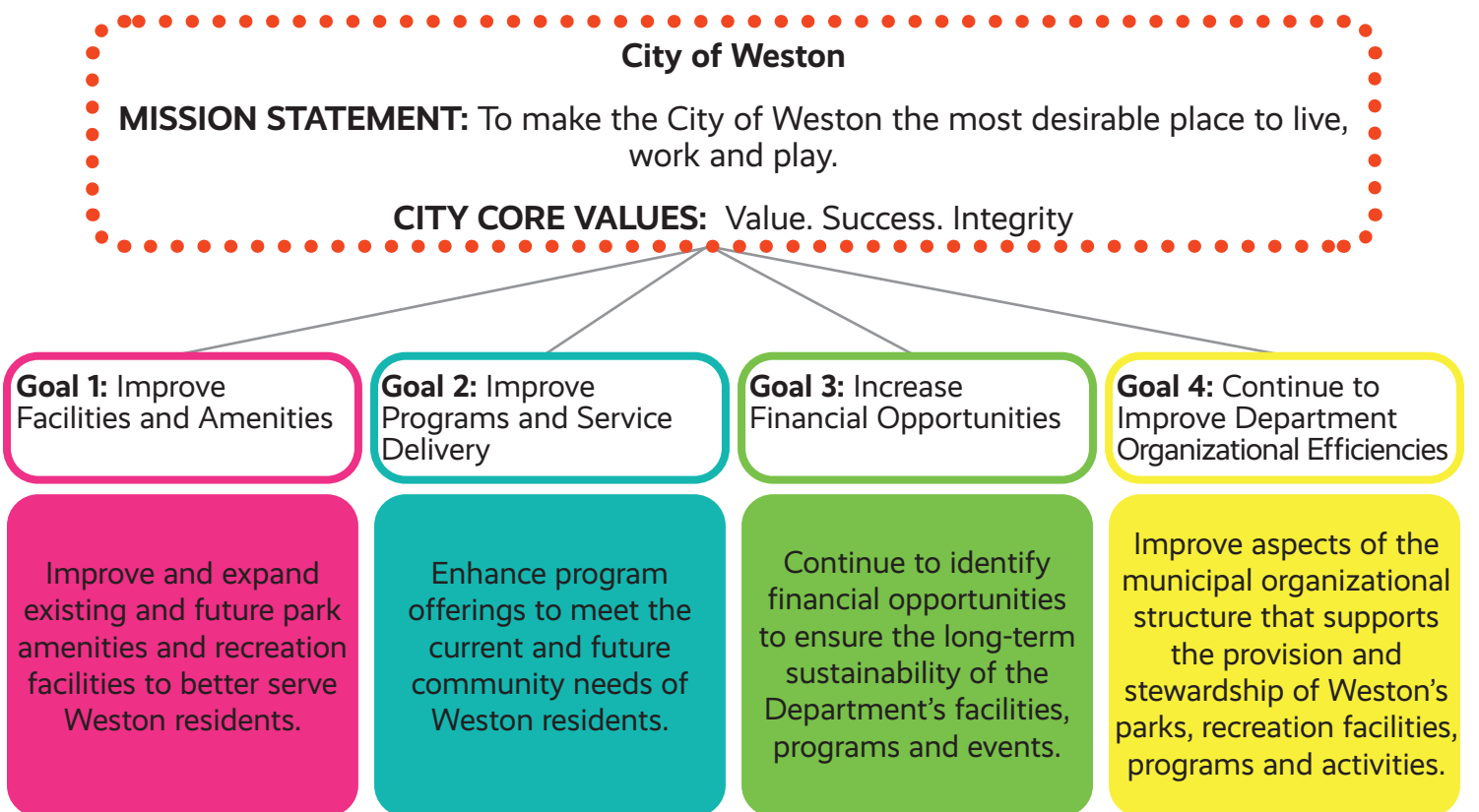
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

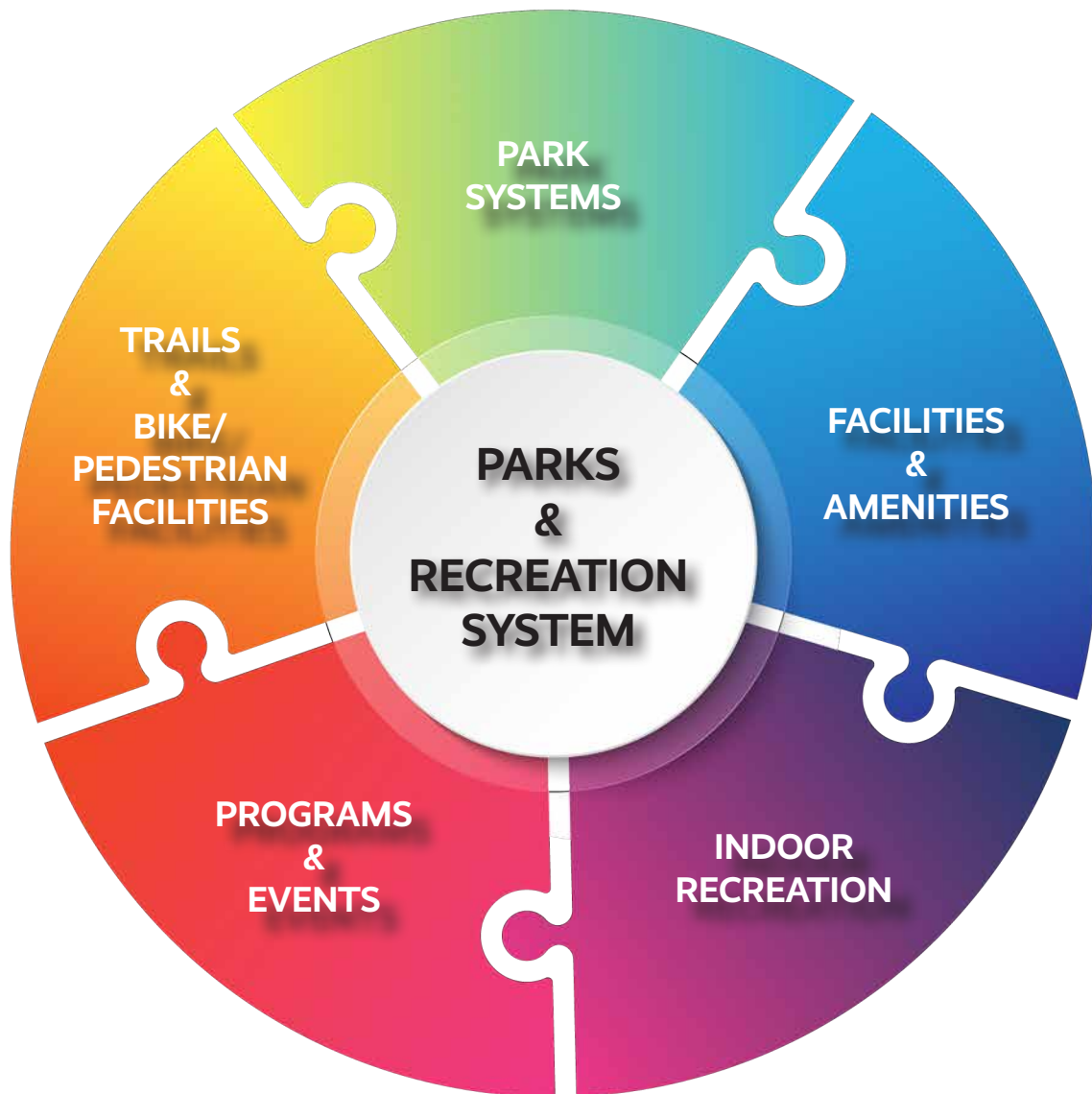


Figure 5.1: Parks & Recreation System - Vision Subsystems.



Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.







## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.





Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





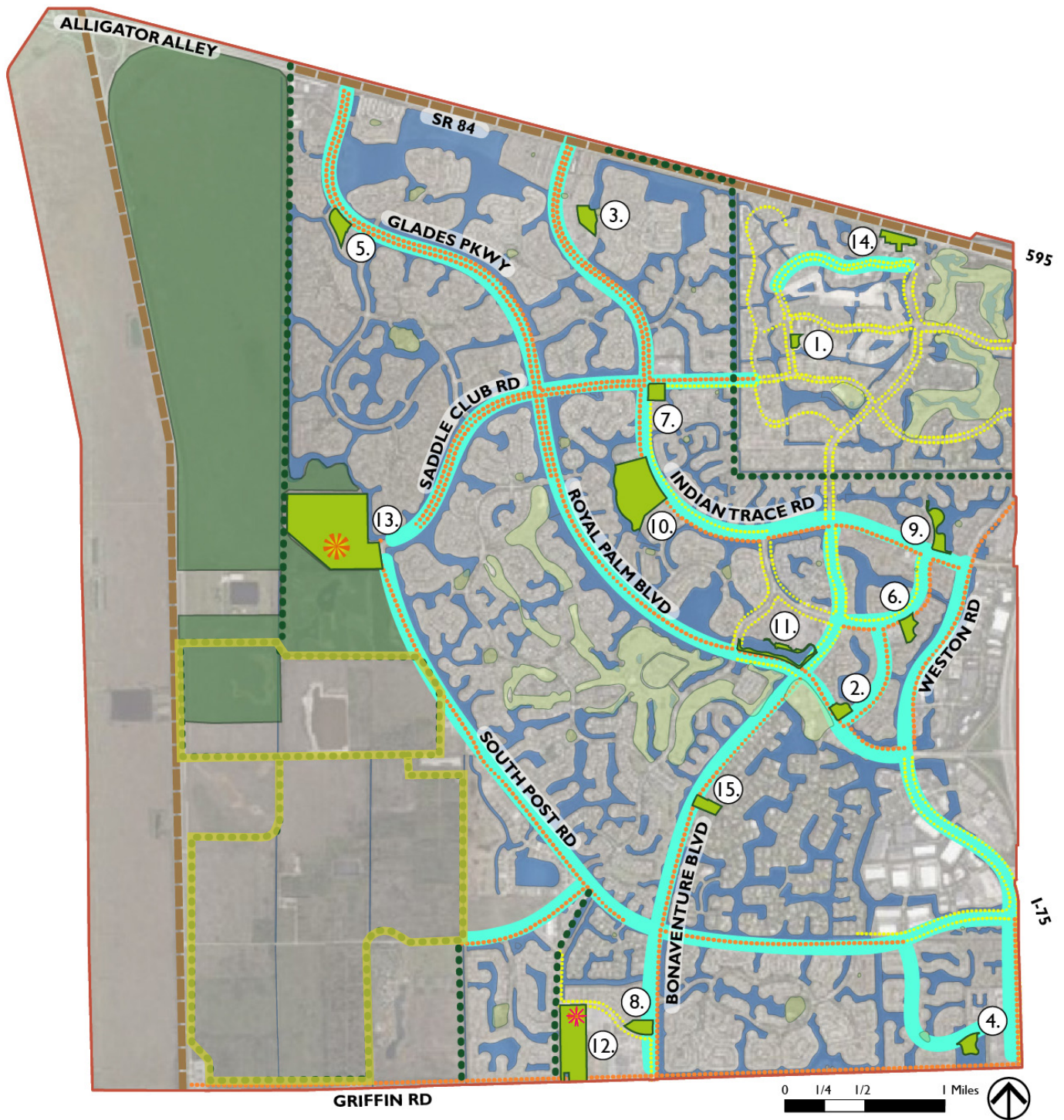


 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.



# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN







### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



1. Park Systems				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
1.1.a Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
1.1.b Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
1.1.c Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
1.2.a Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
1.2.b Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	\$210,000	\$210,000	\$280,000	\$700,000
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
1.3.a Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
1.3.b Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
1.4.a Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
1.4.b Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
1.5.a Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
1.5.b Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
1.5.c Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	\$100,000	\$137,500	\$0	\$237,500
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
1.6.a Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
1.6.b Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
1.6.c Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	\$780,000	\$572,500	\$420,000	\$1,772,500

Table 6.1: Action Plan.





**2. Facilities and Amenities**

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities:</b>				
	<b>\$22,614,900</b>	<b>\$30,583,800</b>	<b>\$8,706,500</b>	<b>\$61,905,200</b>





<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000







4. Programs and Events				
OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
4.1.a Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
4.1.b 4.1.b Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
4.2.a Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
4.2.b Develop new program and service opportunities.				
Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
4.2.c Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
4.2.d Develop and expand special needs programming				
unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
4.3.a Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
4.3.b Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
4.3.c Develop new neighborhood events				
Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
TOTAL:	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
4.4.a Continue to look for opportunities to expand cultural events through partnerships with existing community organizations				
Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
TOTAL:	\$405,000	\$375,000	\$500,000	\$1,280,000
4.4.b Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	<b>\$1,080,000</b>	<b>\$1,040,000</b>	<b>\$1,340,000</b>	<b>\$3,460,000</b>



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.





Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and







residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios





CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

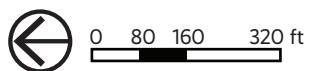
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.





## Regional Park Improvement Scenario (Short Term)





Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

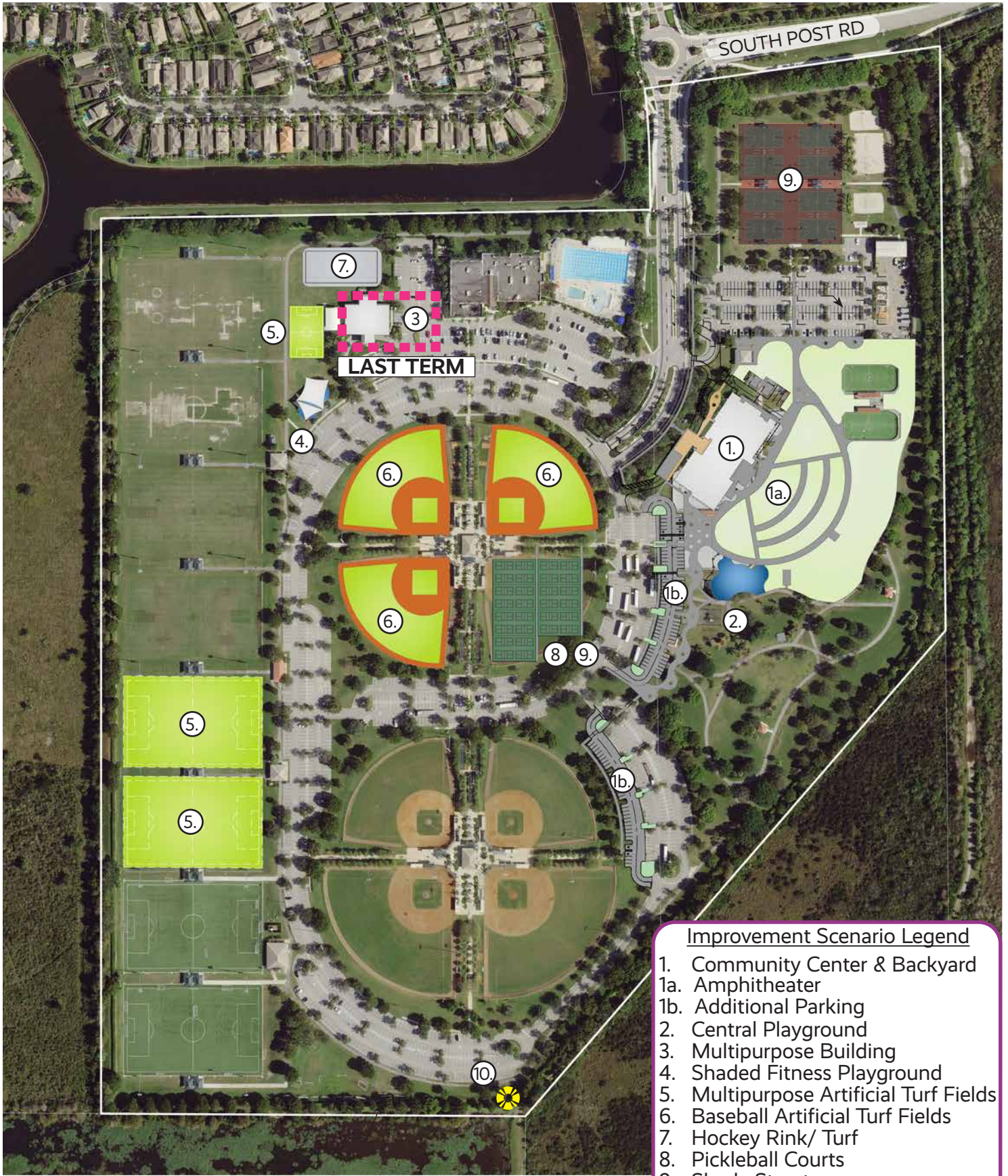
Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.







# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

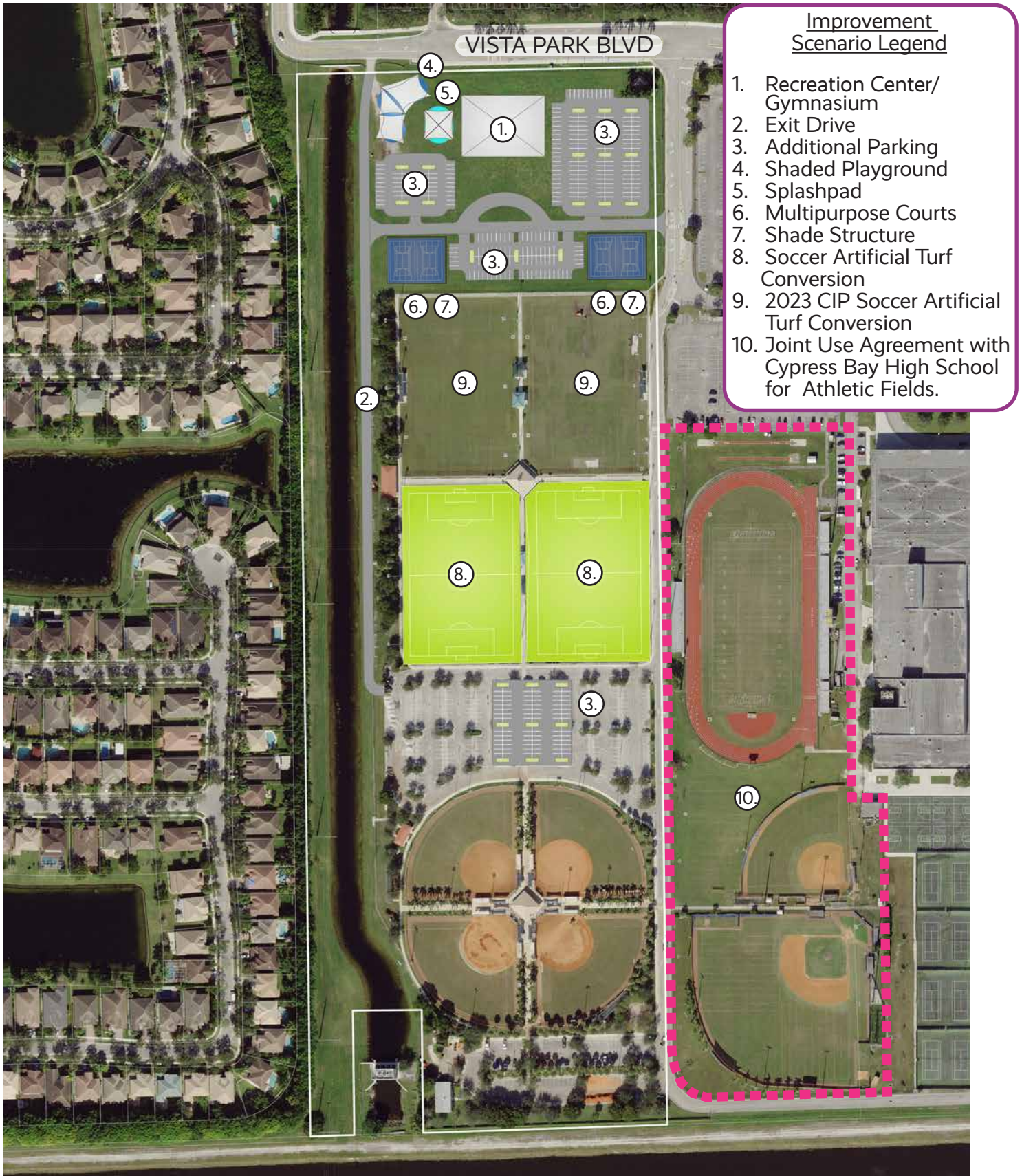
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.



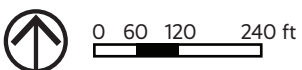


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





<b>Vista Park Improvement Scenario</b>				
<b>Indoor Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
<b>Total:</b>				<b>\$29,400,000</b>
<b>*Grand Total:</b>				<b>\$40,425,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
<b>Total:</b>				<b>\$13,354,500</b>
<b>*Grand Total:</b>				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





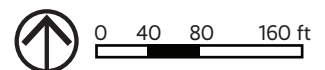


### Eagle Point Park Improvement Scenario



**Improvement Scenario Legend**

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts





<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.5: Eagle Point Park Improvement Scenario Cost.

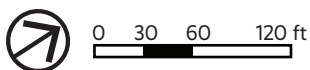




## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
- 1. Playground Upgrade
  - 2. Shaded Fitness Area
  - 3. Restroom
  - 4. Paver Parking
  - 5. Paths
  - 6. Open Play Field
  - 7. Multipurpose Court
  - 8. Pickleball Court





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



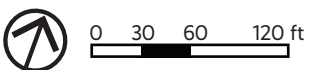


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field





<b>Heron Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
			<b>Total:</b>	<b>\$5,258,400</b>
			<b>*Grand Total:</b>	<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

Table AP.7: Heron Park Improvement Scenario Cost.





## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk





<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.





## Country Isles Park Improvement Scenario





<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

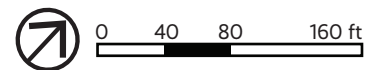
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.





## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

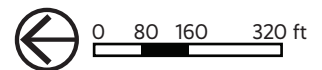
Table AP.10: Gator Run Park Improvement Scenario Cost.







# Weston Racquet Improvement Scenario





<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.







## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility’s services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.



Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.







There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers





should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.







First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of



the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).



Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00







Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





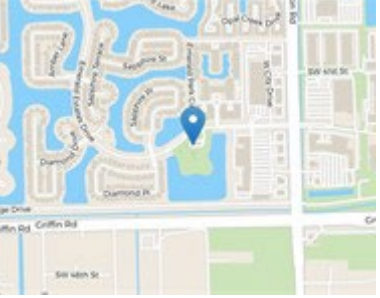

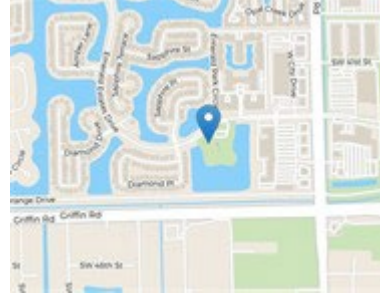

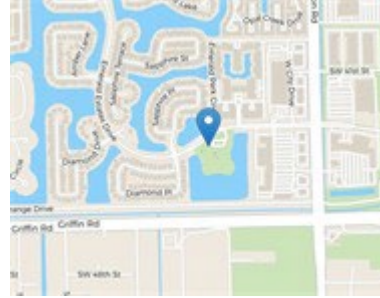

Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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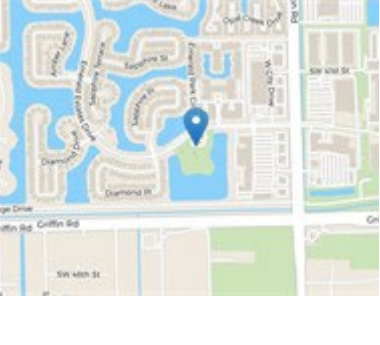

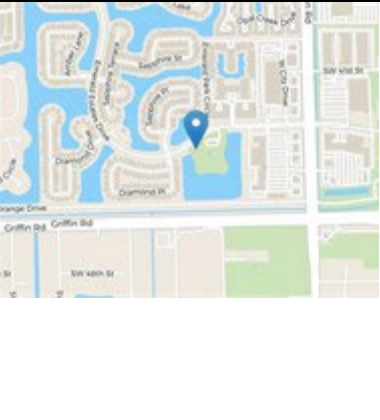

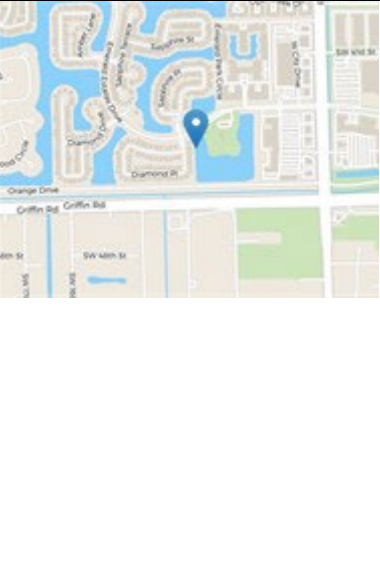



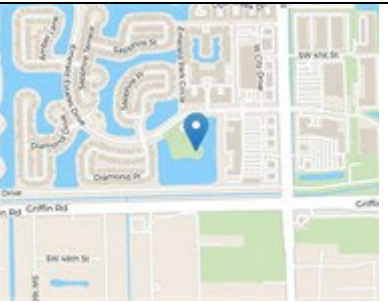

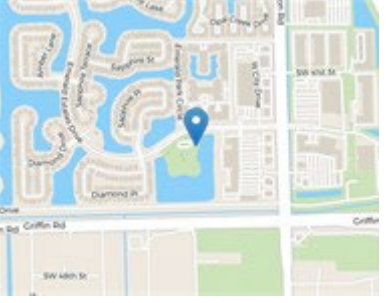

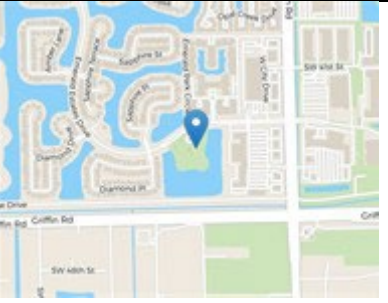

# ADA FIELD EVALUATION

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

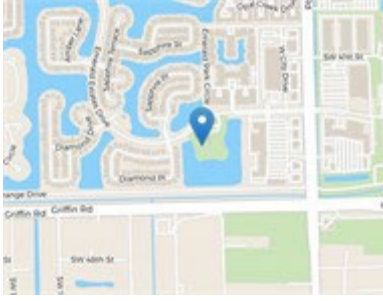

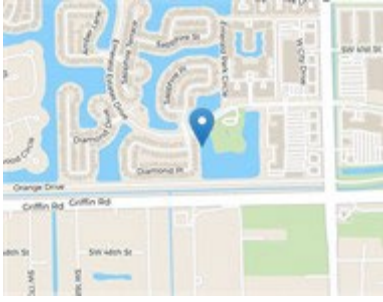

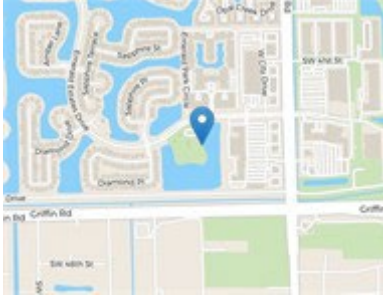

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			









<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	







<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

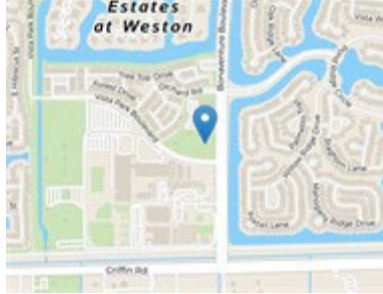







<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




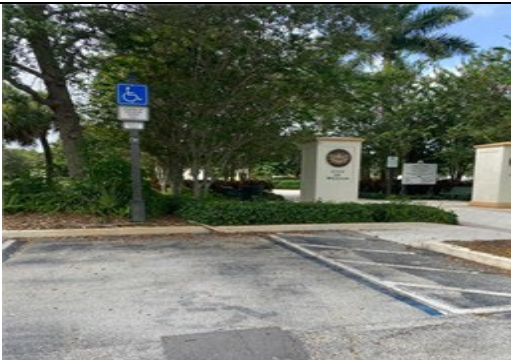

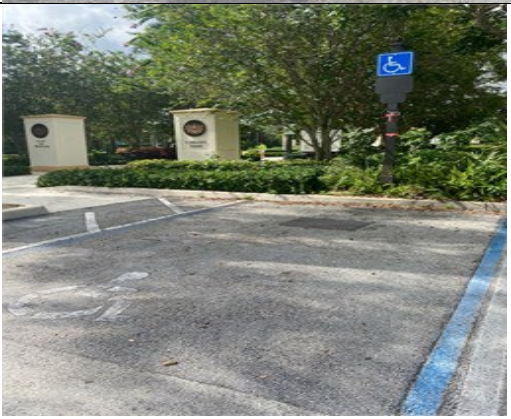
<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	

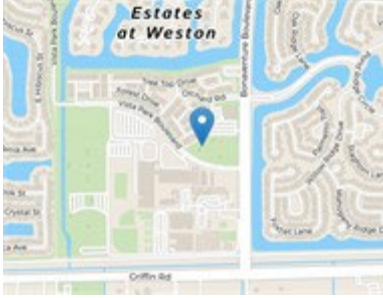






<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	






<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	







<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

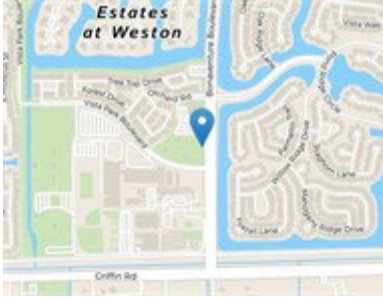





<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

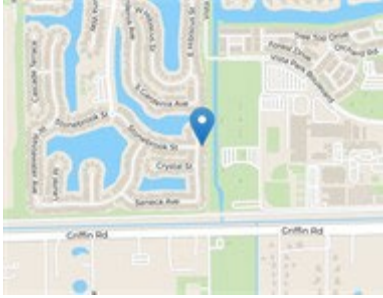

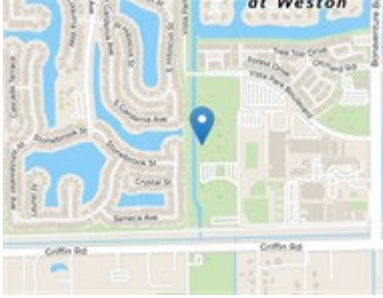

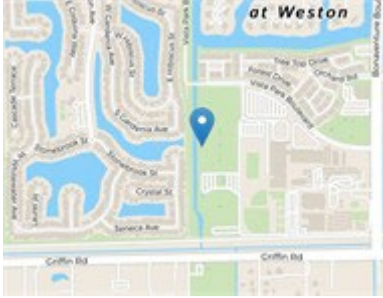



<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	






<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	




<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

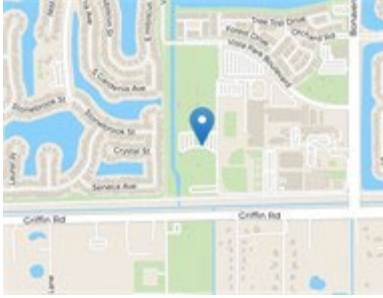

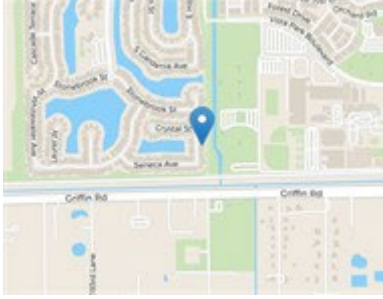


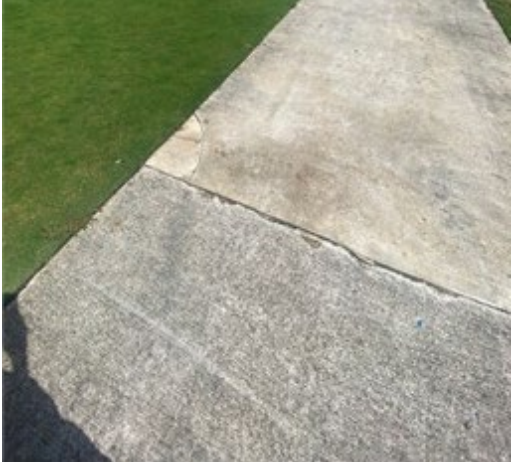
<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



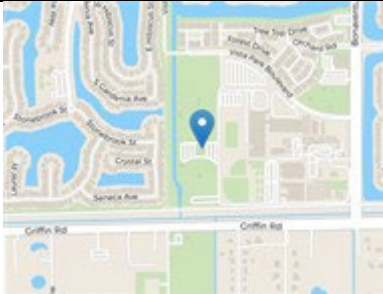

<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	









<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





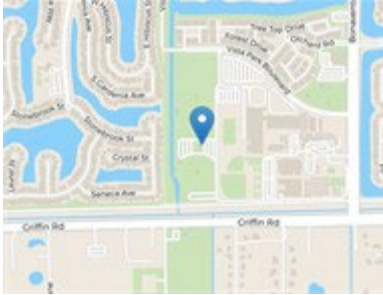

<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			





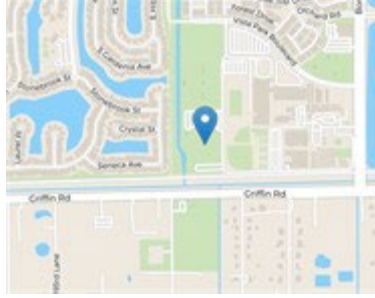



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	



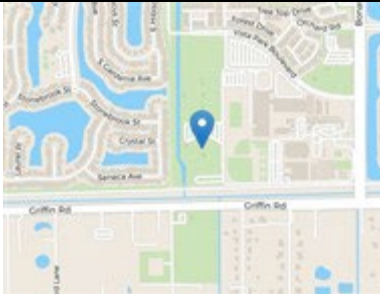


<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	









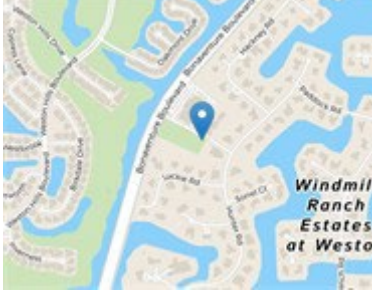

<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			









<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				







<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	

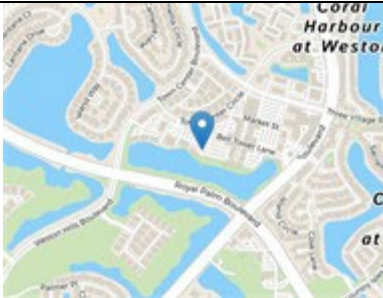

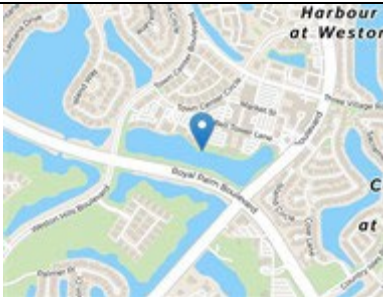

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			




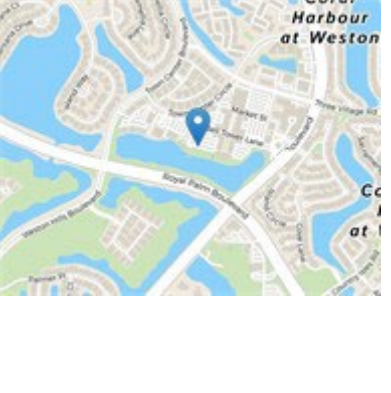

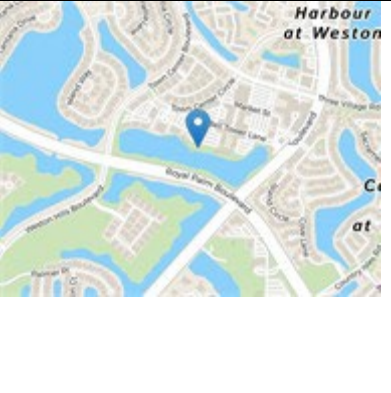

<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

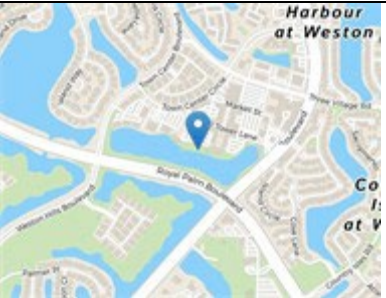

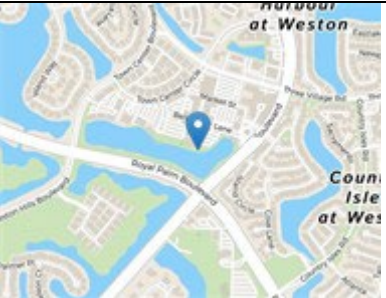

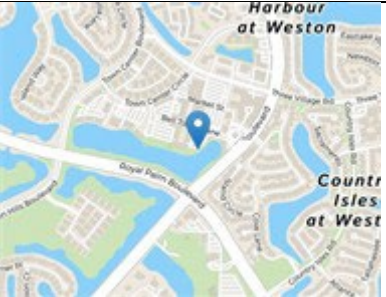



<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

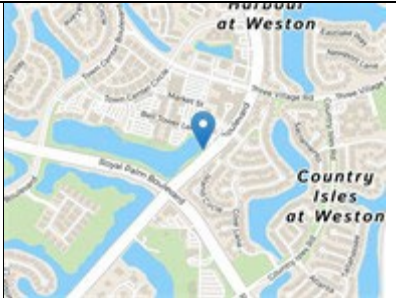



<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

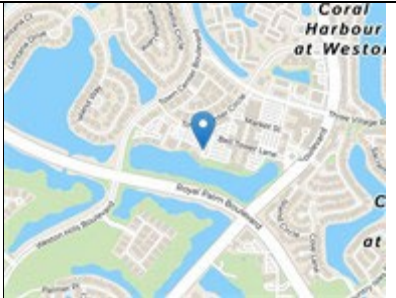

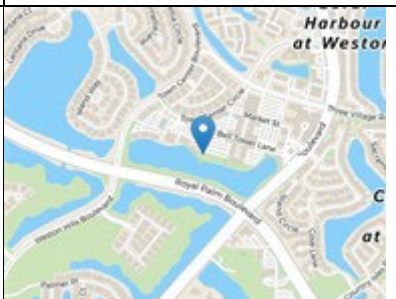



<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	





<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



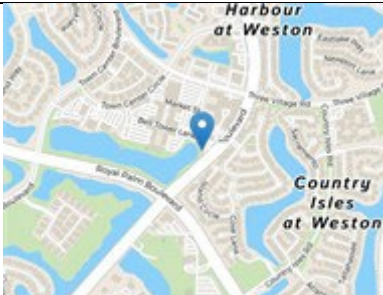



<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			



<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	








<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	

<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


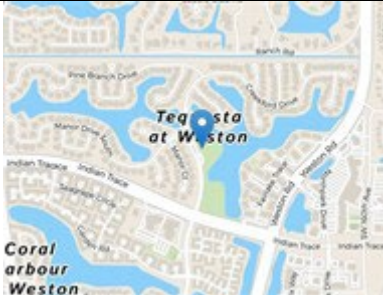




<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			







<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



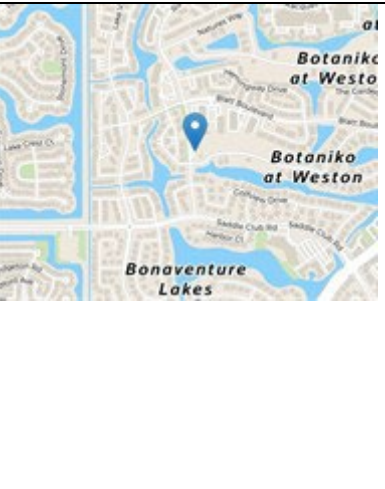



8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



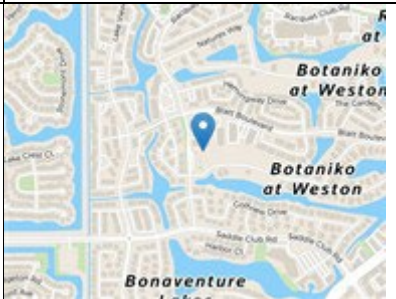



<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


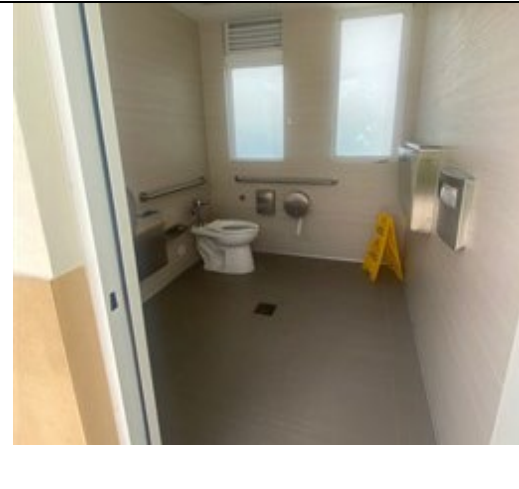






<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

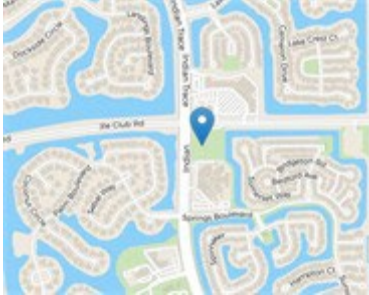



<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



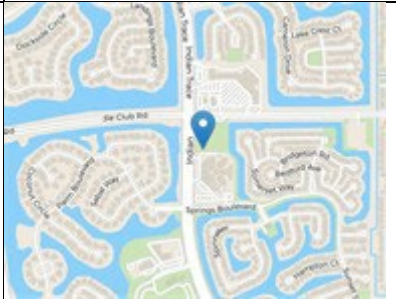



<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


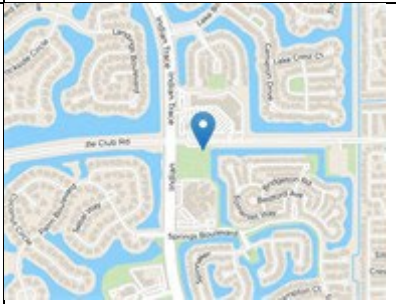


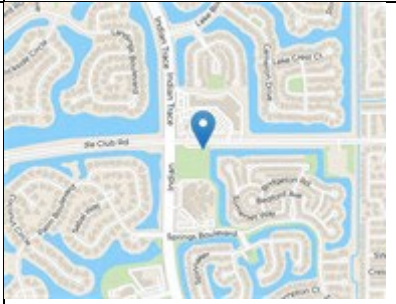

<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


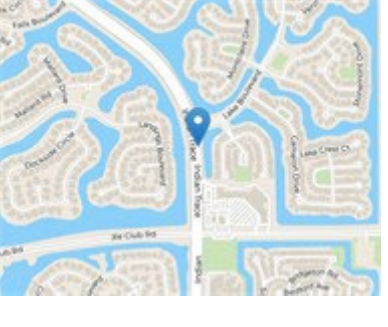

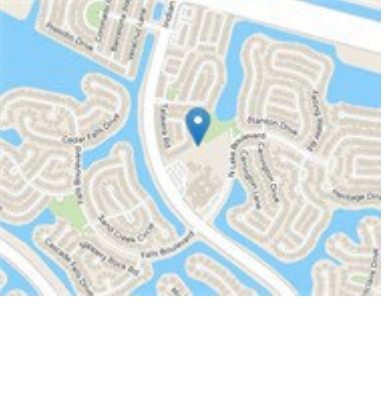



<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

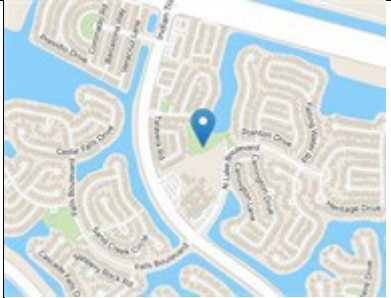

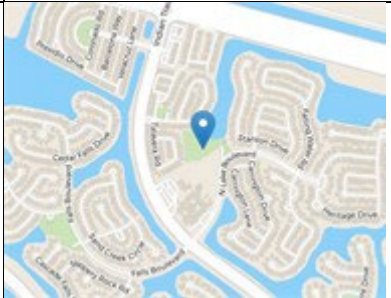

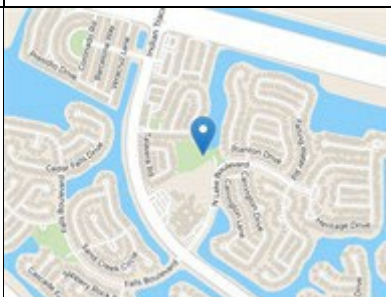

<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			



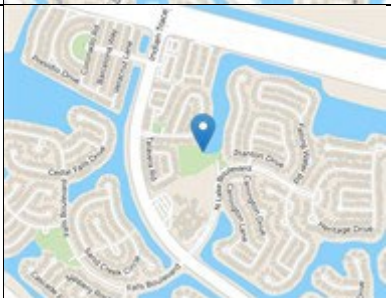




<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	



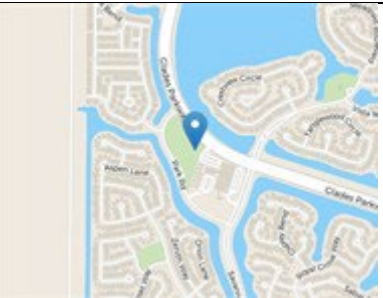

<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

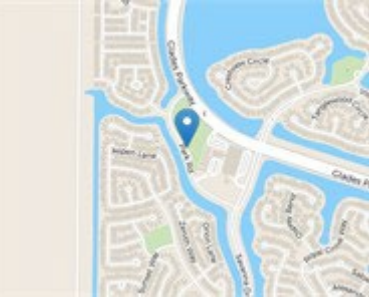

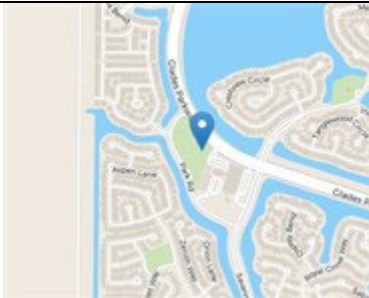





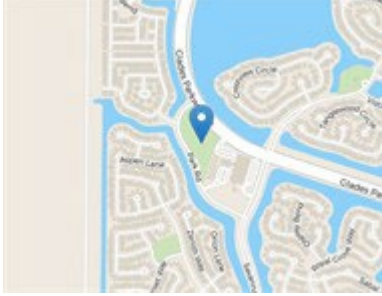

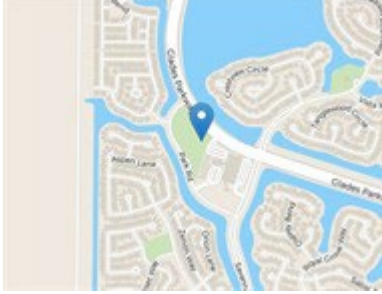

<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	



<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

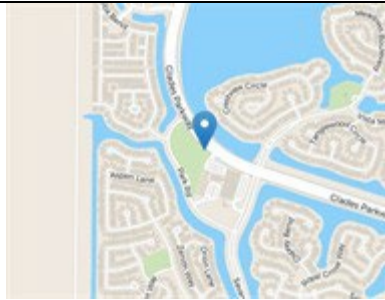

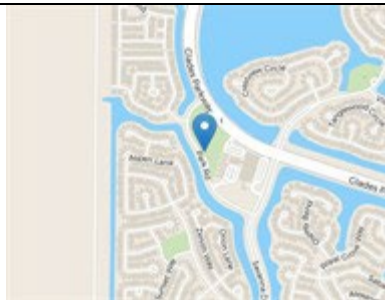

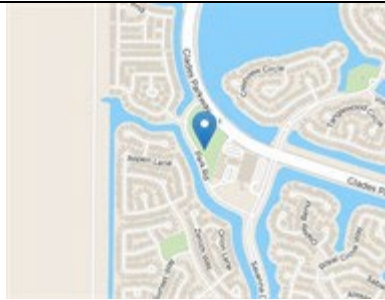

<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

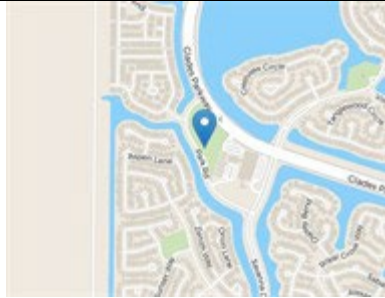

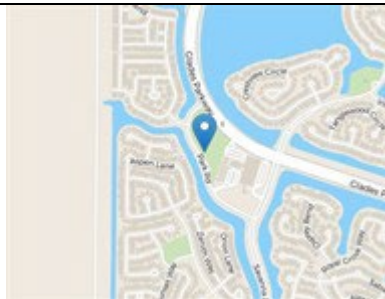

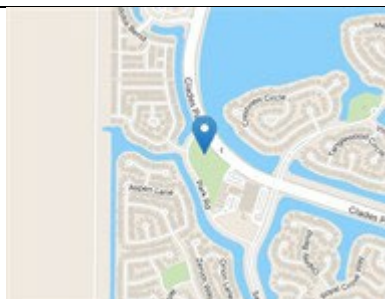
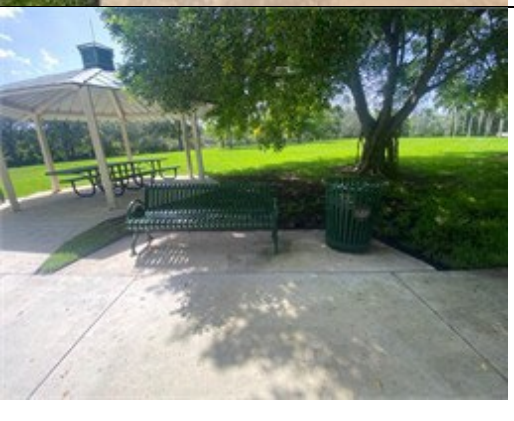
<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


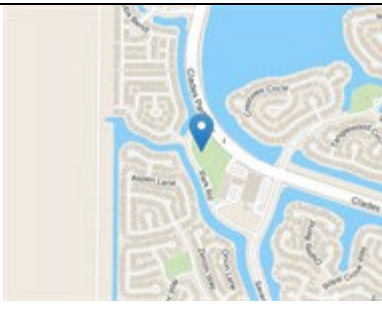
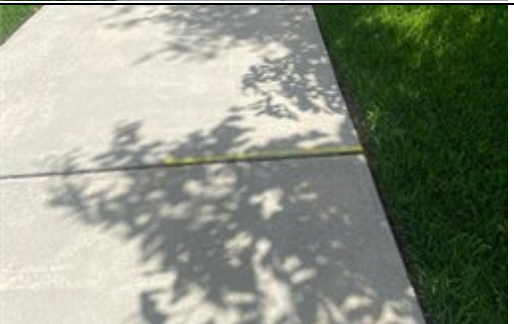
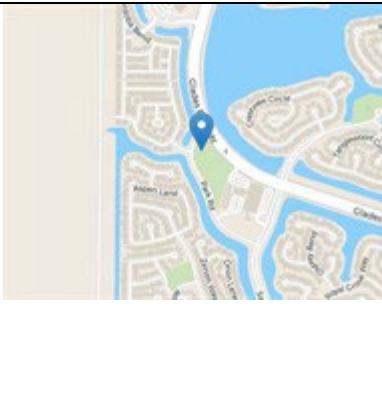



<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

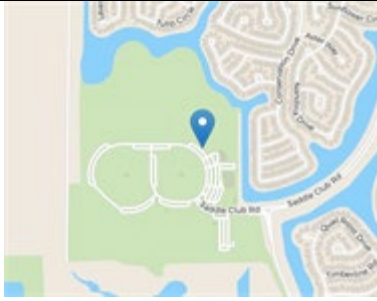

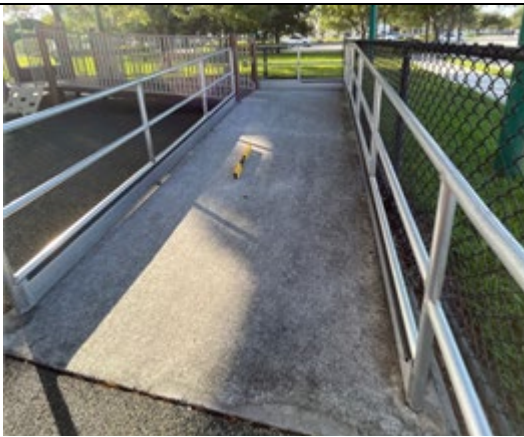



<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	

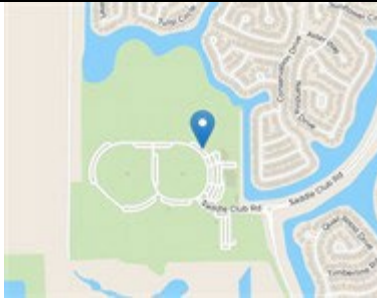

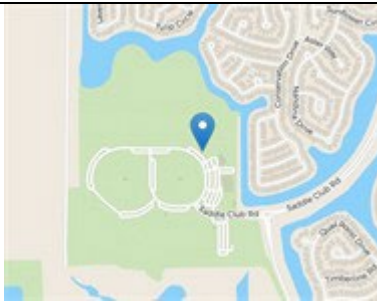

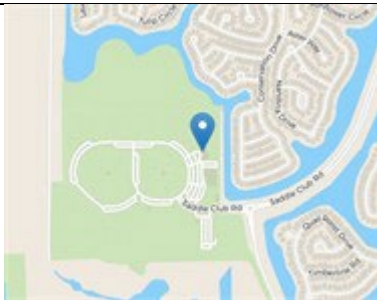

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	



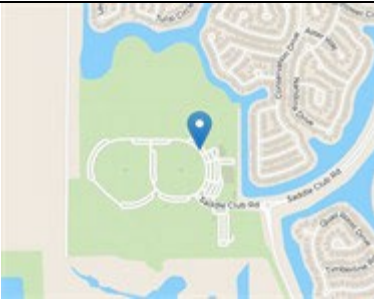

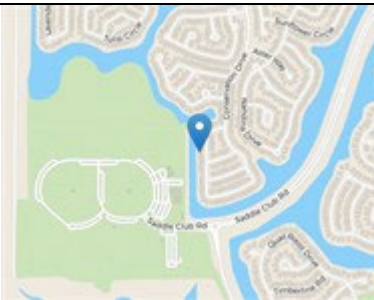

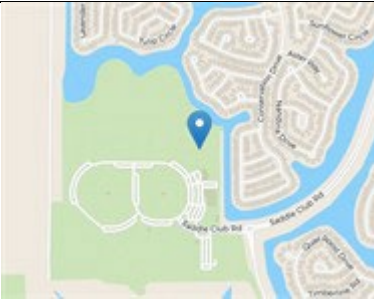

<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

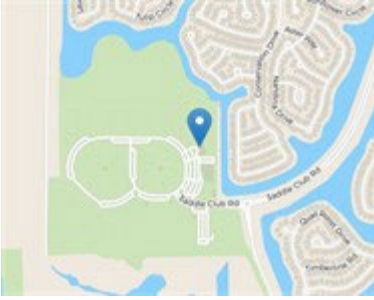

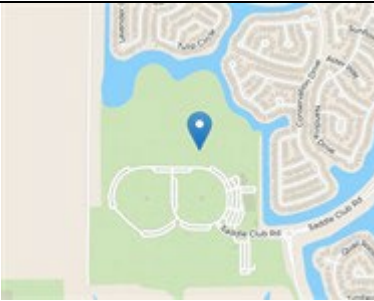

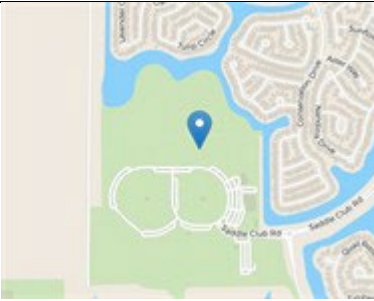



<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

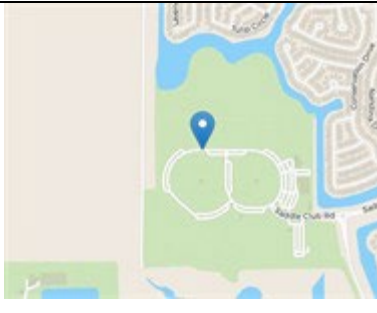

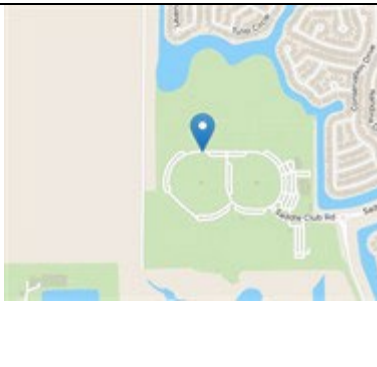

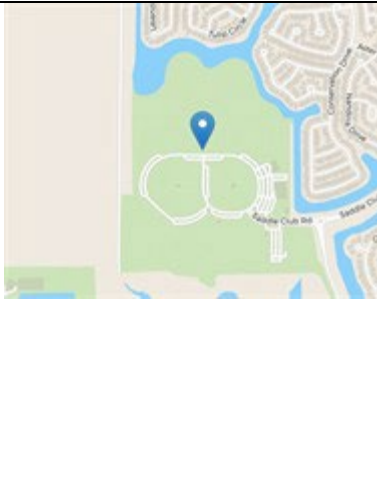
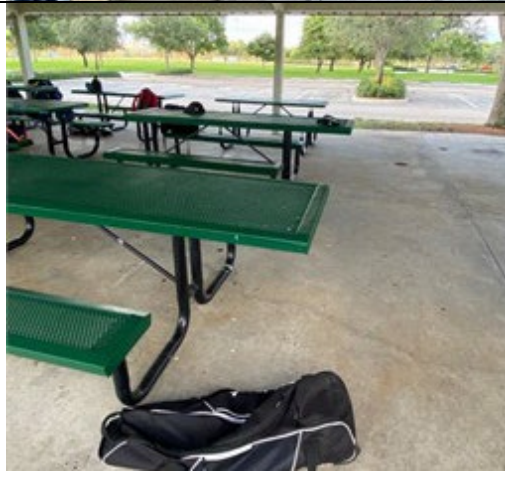


<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

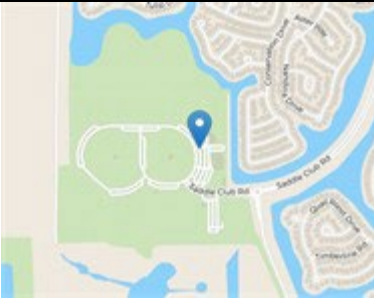

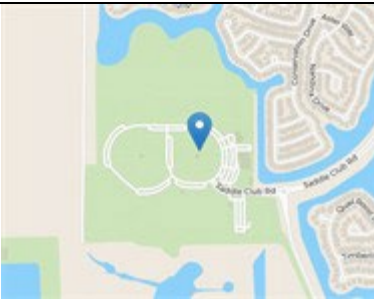

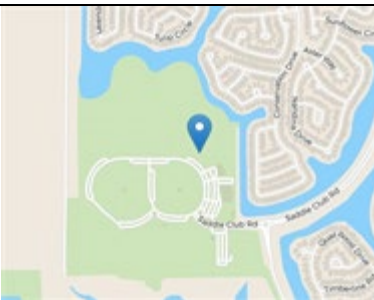

<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

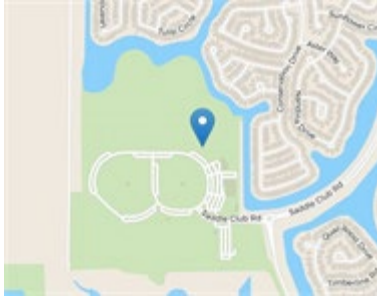


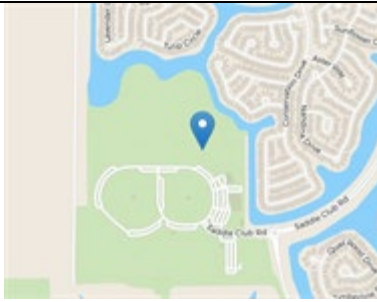



<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

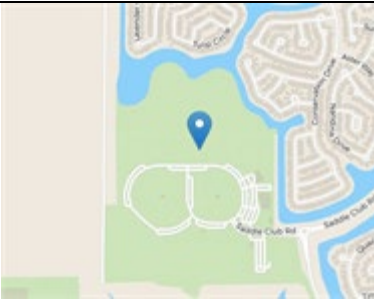


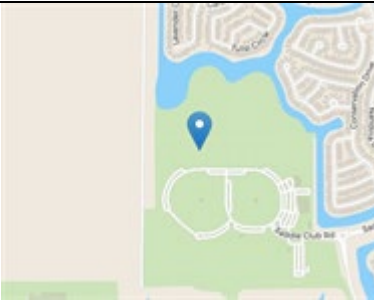

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

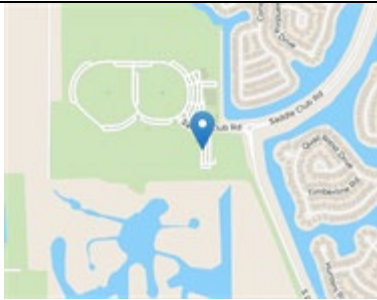

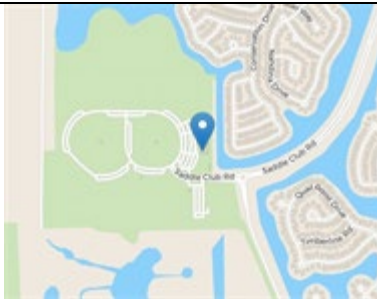

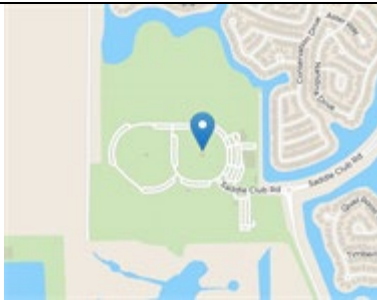




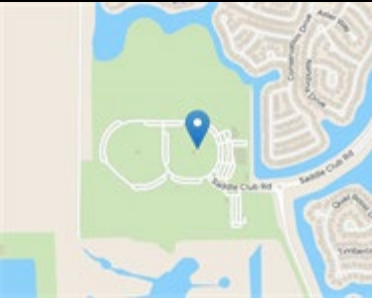

<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


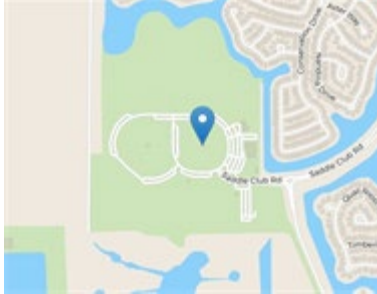

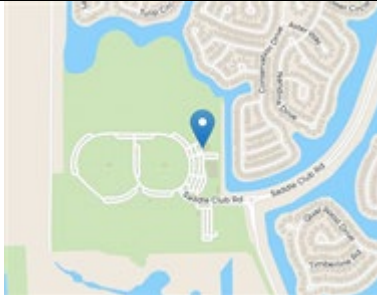



<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

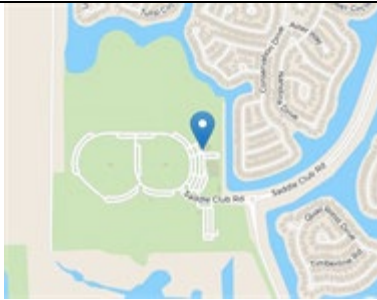

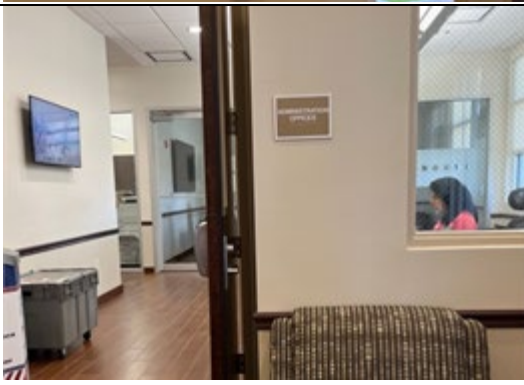
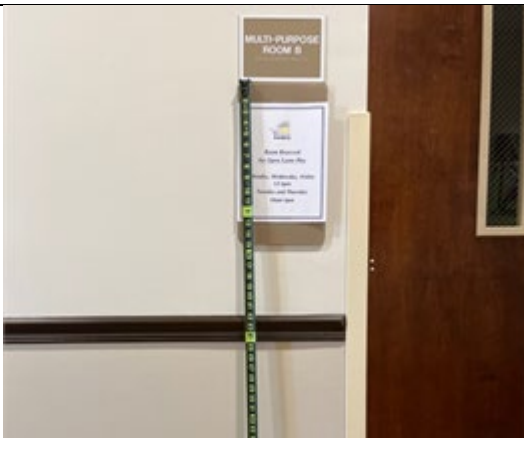
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

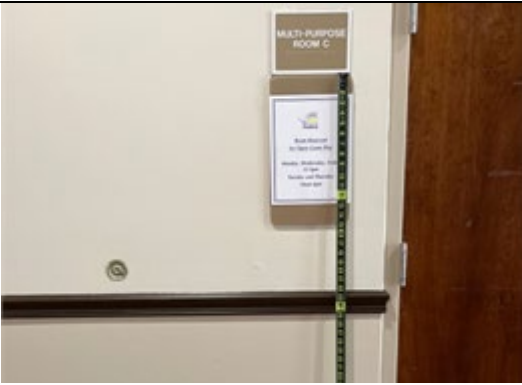

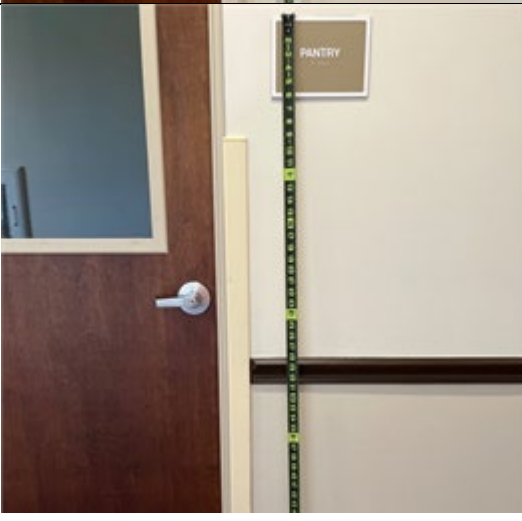
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

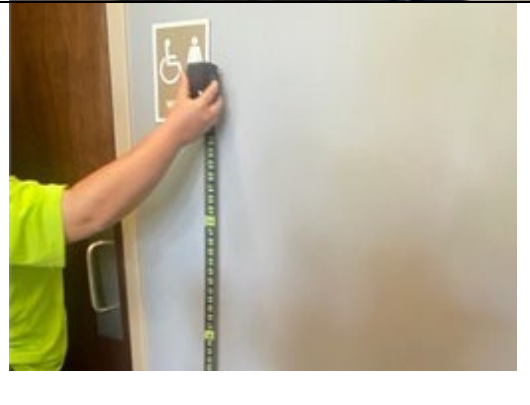


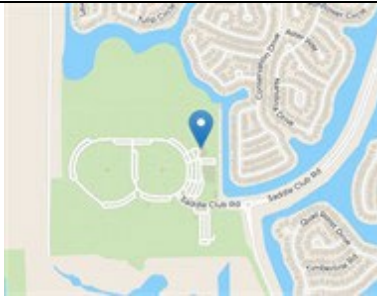
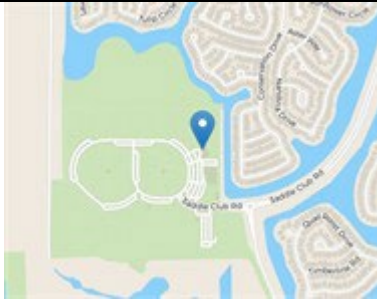

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			




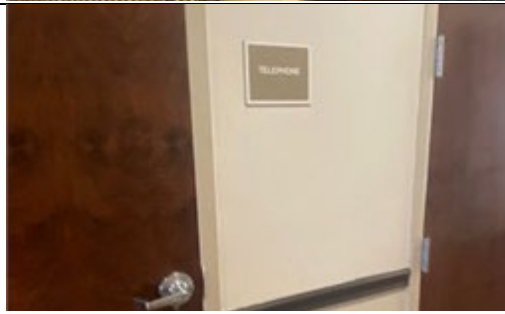

<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

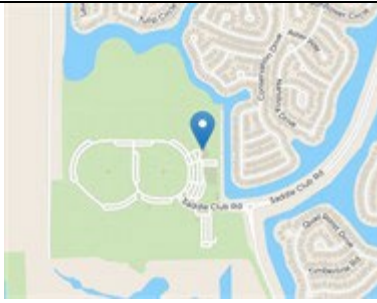

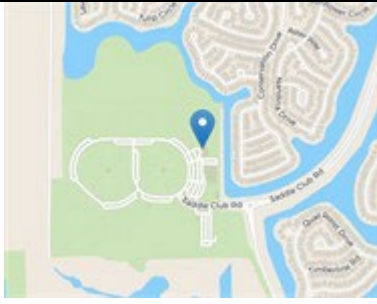

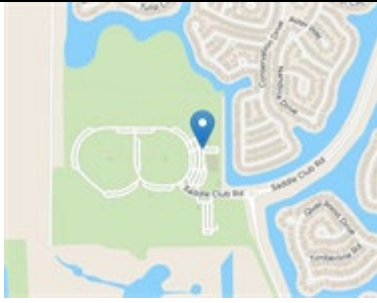

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

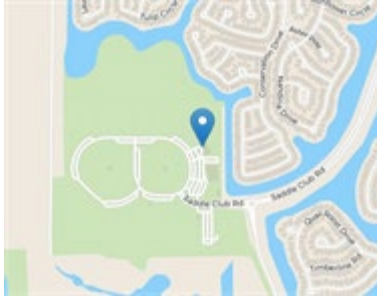

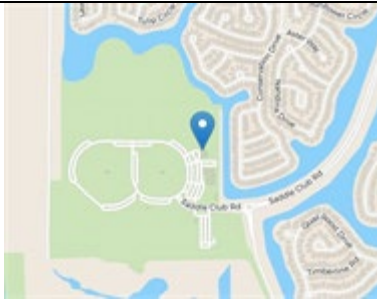

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

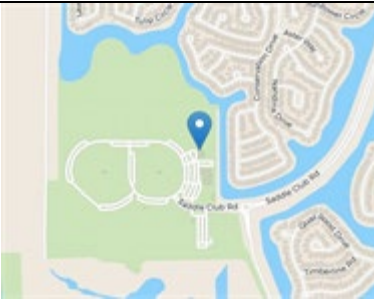

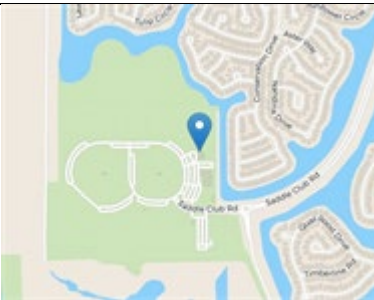

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			



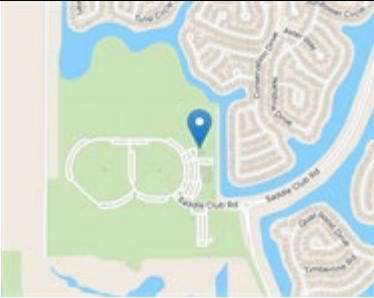


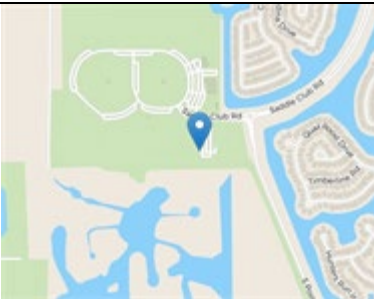

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

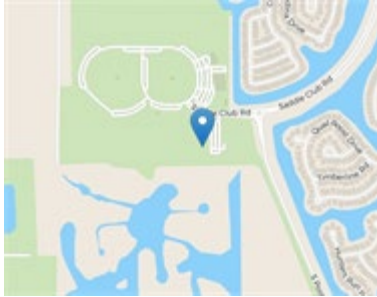

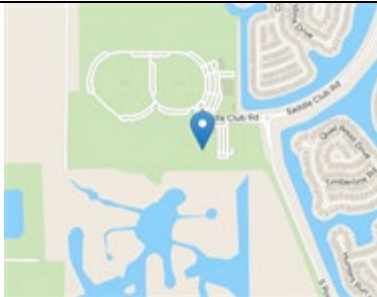

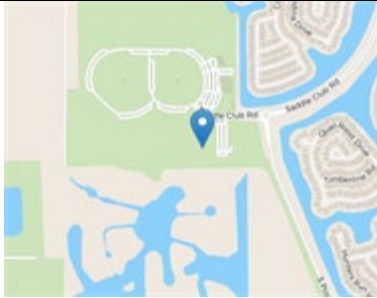

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

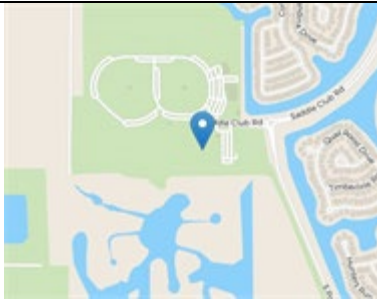


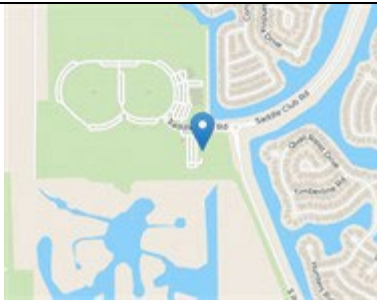

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

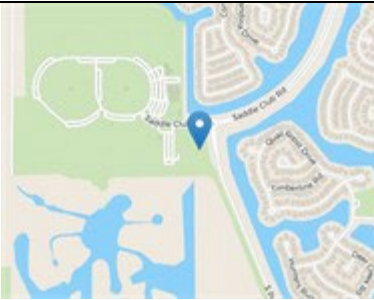
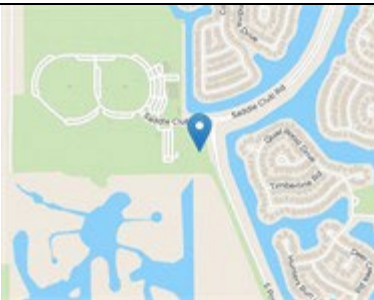
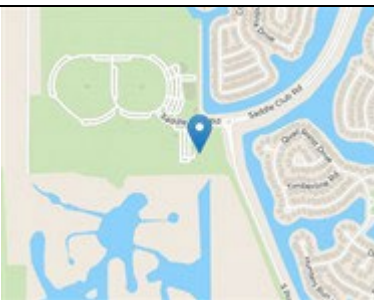


<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

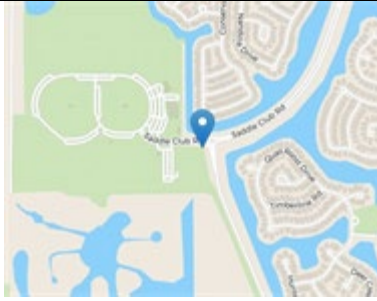


<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than 1/4" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

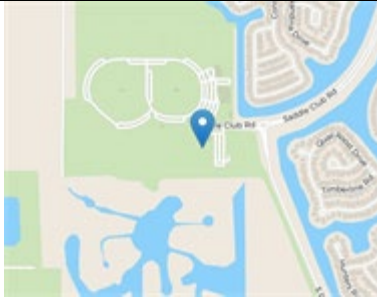

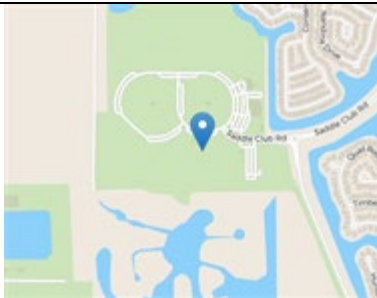

<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

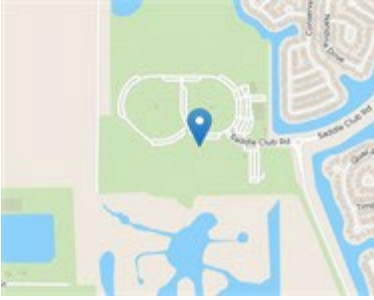

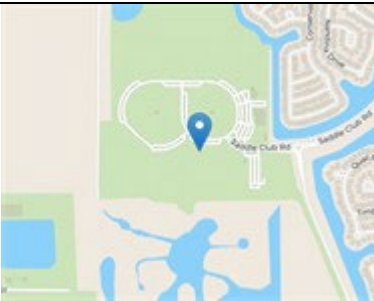





<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	

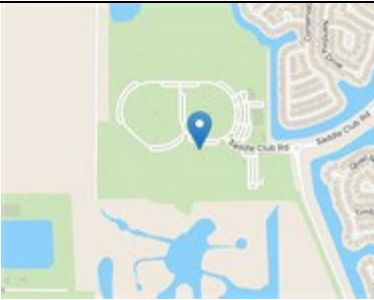

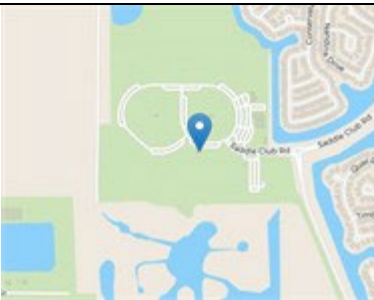

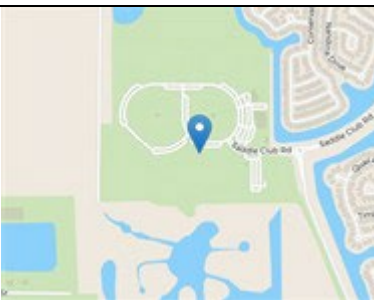



<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

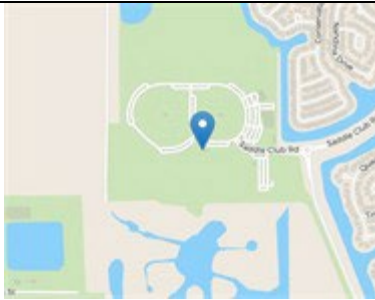

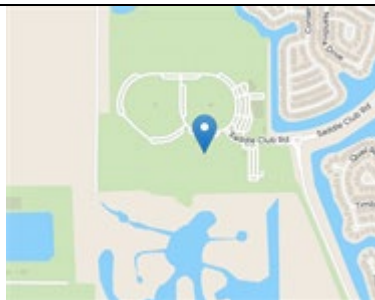

<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

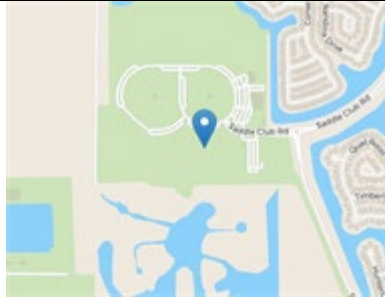

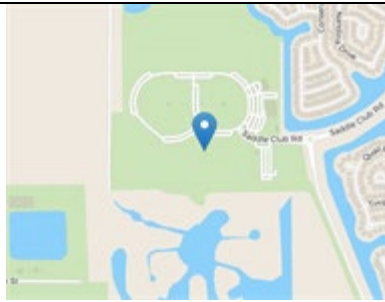

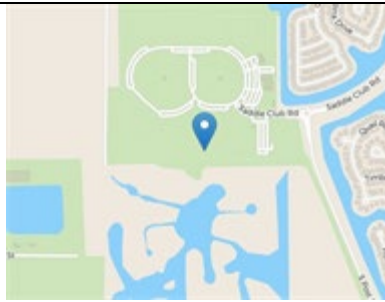
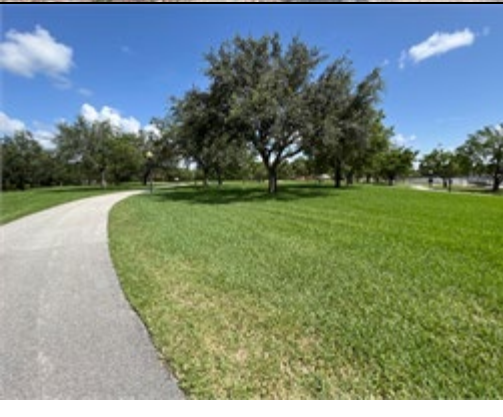
<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

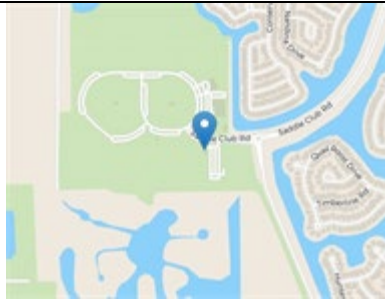

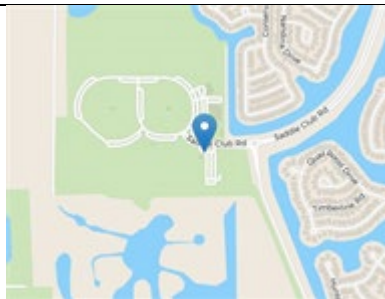



<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



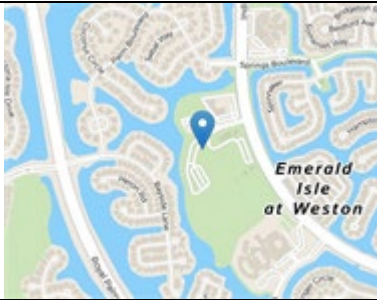

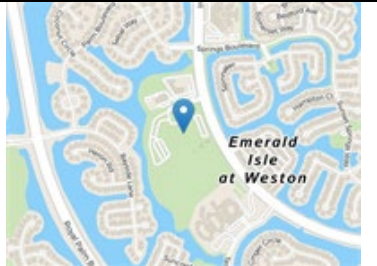

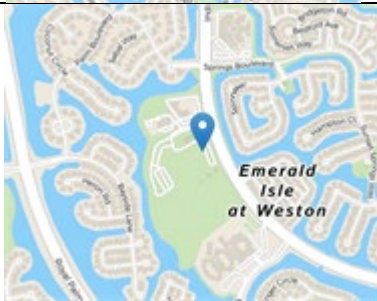



<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

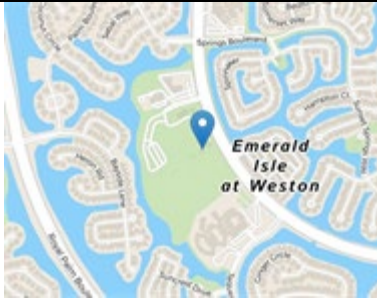

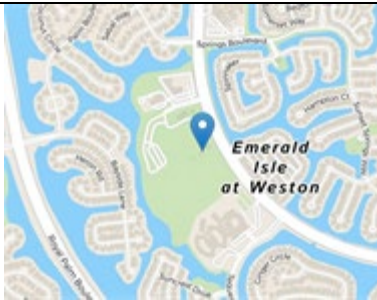



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

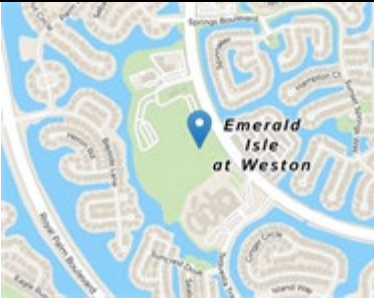




<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	





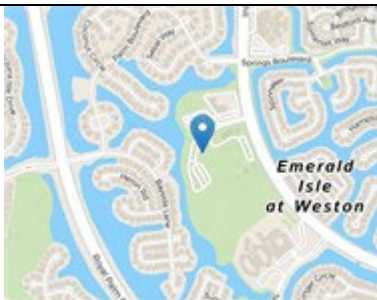



<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


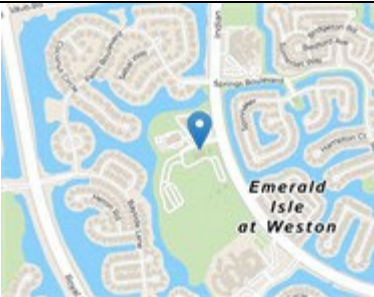





<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			






<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	



<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	

<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903  Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

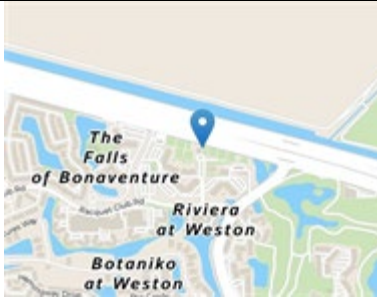

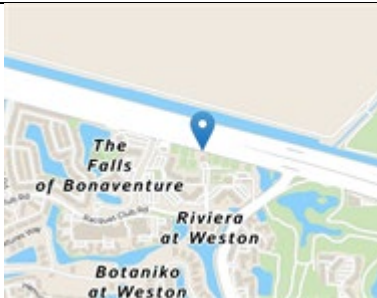



<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

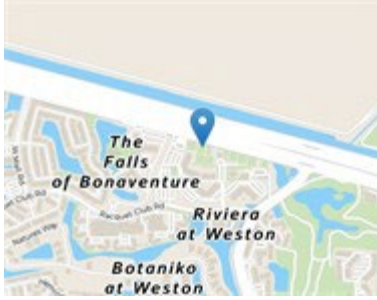

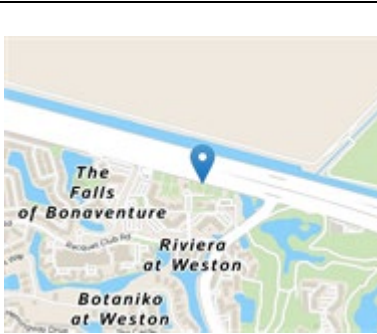

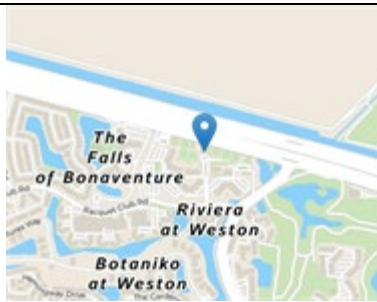
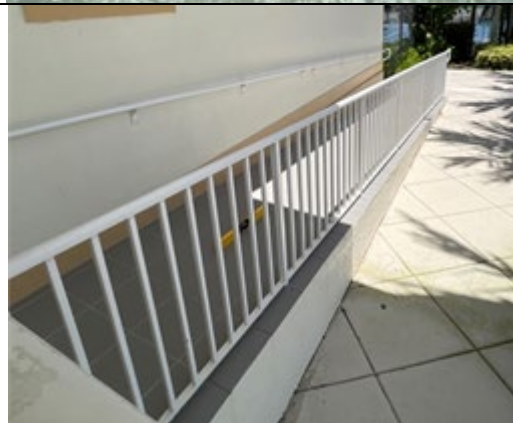
<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	



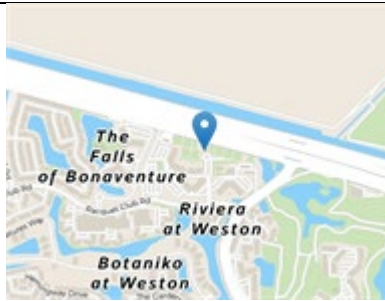

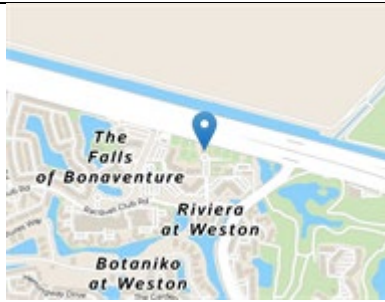



<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

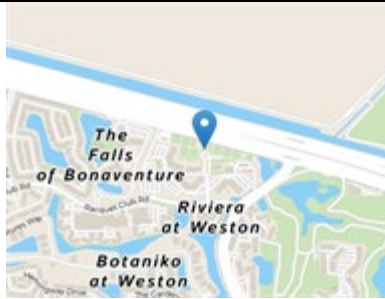

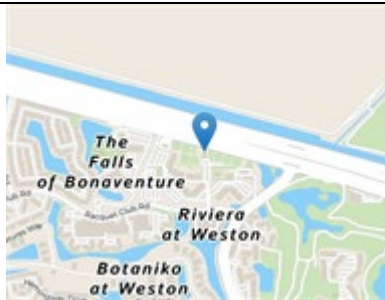

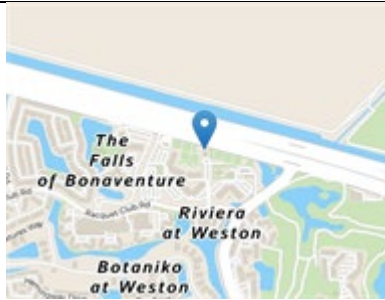



<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			

<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.





For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.







## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**



## WESTON COMMUNITY CENTER

### A. Room Rental Hourly Fees

1. Multipurpose Room (entire room) ..... \$150.00 per hour
2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
3. Multipurpose Room (one-third of room)..... \$50.00 per hour

### B. Room Rental Reservation Deposit..... \$100.00

The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.

### C. Damage Deposit

1. Multipurpose Room (entire room) ..... \$300.00
2. Multipurpose Room (two-thirds of room) ..... \$200.00
3. Multipurpose Room (one-third of room)..... \$100.00
4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.

### D. Programs by Independent Contractors

1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

**\* Sales tax will be added where applicable.**







## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

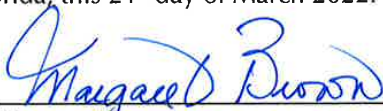
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

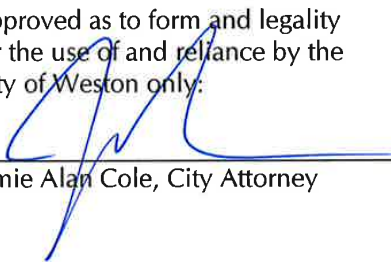
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*

**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Print Name

Print Name

CORPORATE SEAL



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.







**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14



CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center ("Center") to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR'S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY'S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.







7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.



4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.







5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.



### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.







**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.



#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.



- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.



### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.







7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service



- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:







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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]



## SECTION 8 – SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]







**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission

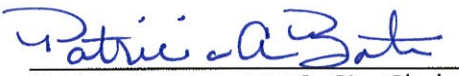
By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

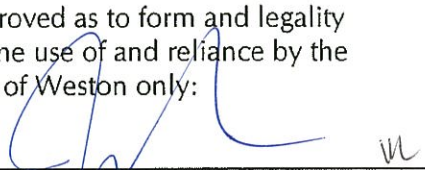
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**







## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**



April 4, 2016

### **WESTON TENNIS CENTER FEE SCHEDULE**

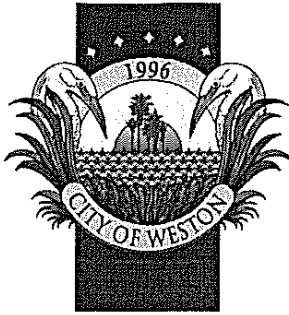
<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:**      \$10.00 per person







Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

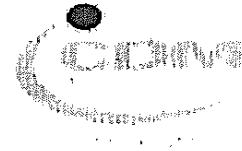
THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**

**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls







**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.





THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page







EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.







**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary





Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general







liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant’s liability to Landlord for damage to persons or property as well as an obligation to pay Landlord’s attorneys’ costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord’s prior written consent, which consent may be withheld in Landlord’s sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant’s interest in the Lease and the Improvements. Landlord’s buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant’s Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant’s Improvements. The Net Book Value of Tenant’s Improvements is basically Tenant’s capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8



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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

(a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.

(b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.

(c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.

(d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.

(e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

FTL:754504:8





(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective



shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.





(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because



of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."







**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.

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(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant



and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures







of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall



be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.







(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate



representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.





(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.



(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.







(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.



To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the





condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as



collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.





(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,



whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or







(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair



any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.







**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.



(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.





(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) Incorporation by Reference. The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) Estoppel Statement. The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which



shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.





(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.



(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,







that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

Barbara D. Showalter  
Barbara D. Showalter, City Clerk

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S. Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)



STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

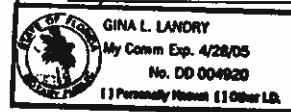
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05







**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and



WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.







3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of



other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.







10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence



and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.







Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2001



## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001







# Eagle Point Park

City of Weston, Broward County, Florida

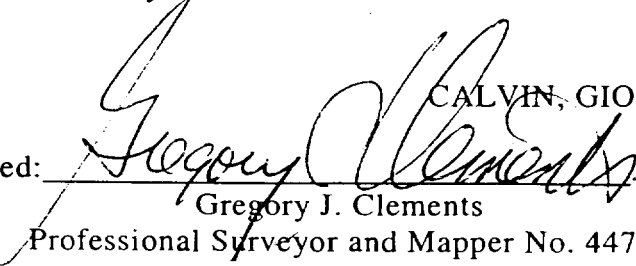
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

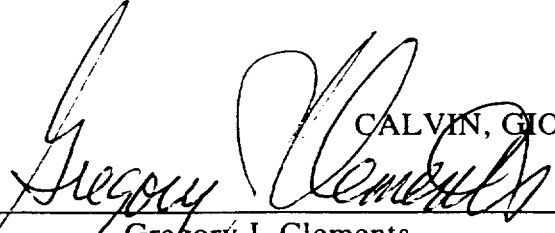
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



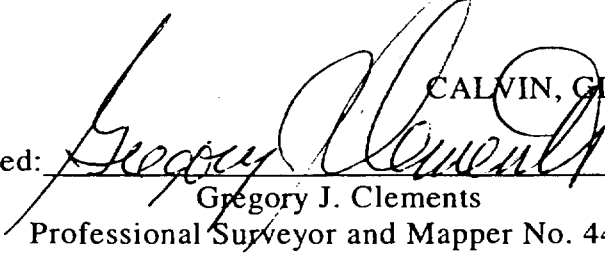
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida







# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

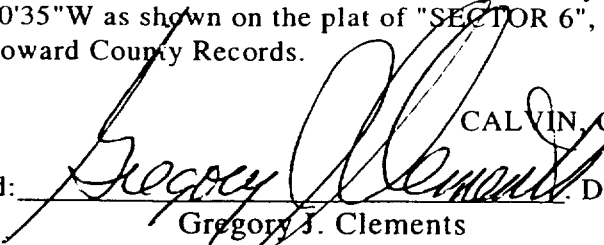
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



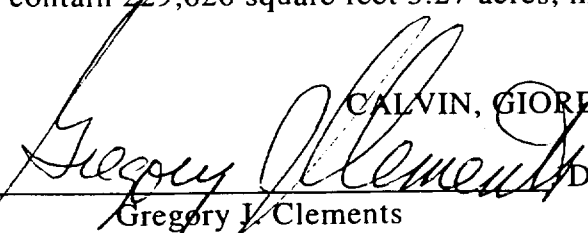
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

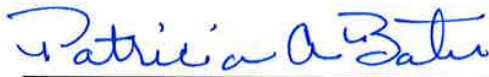
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

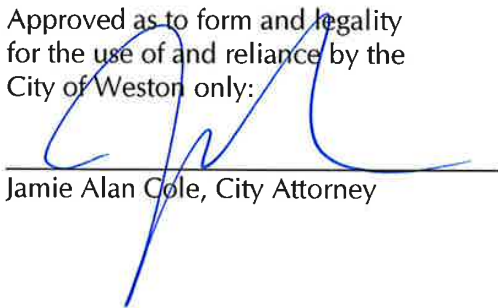
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes







A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.



CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.







CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.



**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.







**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.



**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**







A1

**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.







**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010



With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel



**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

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

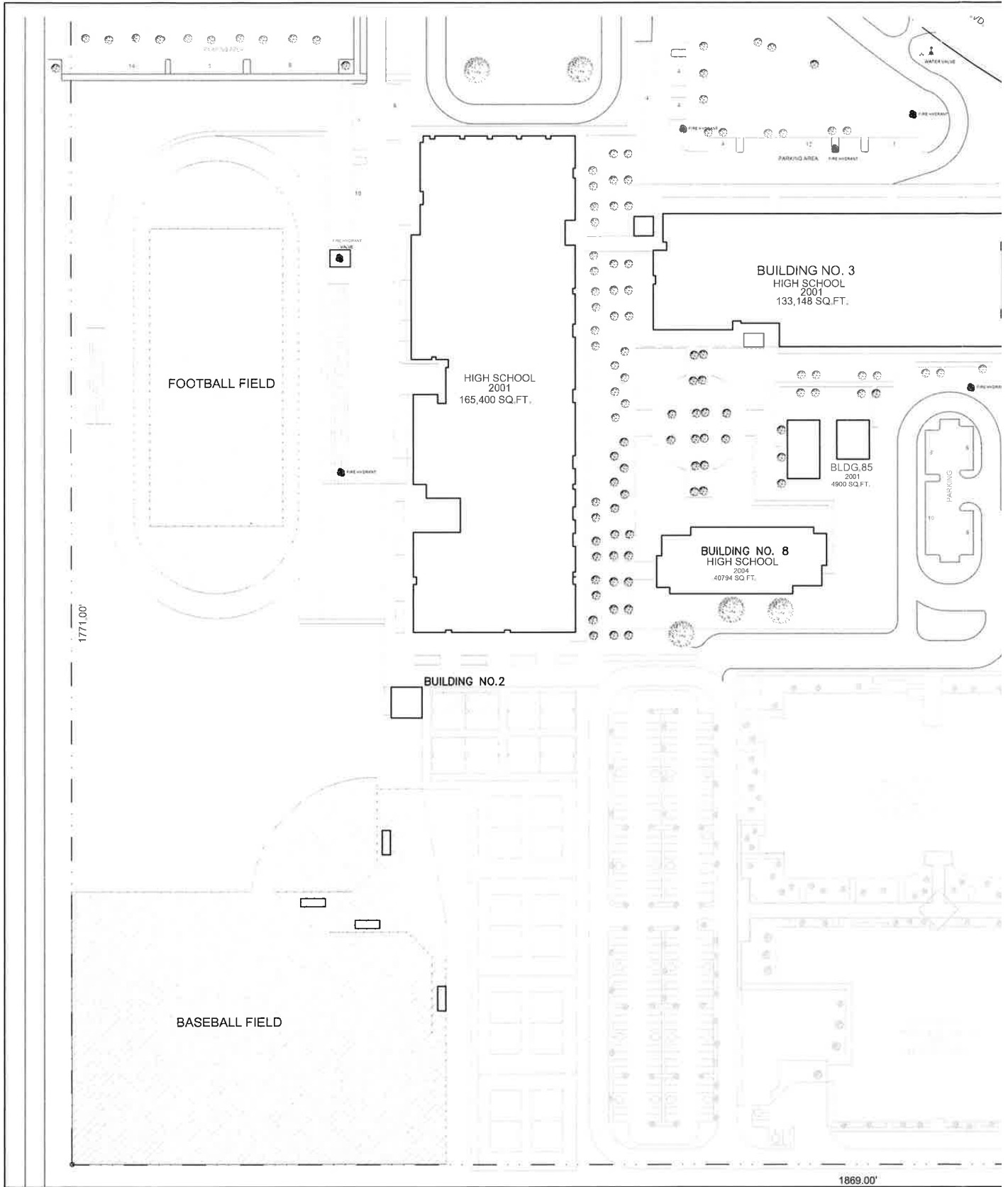
By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

(CITY SEAL)

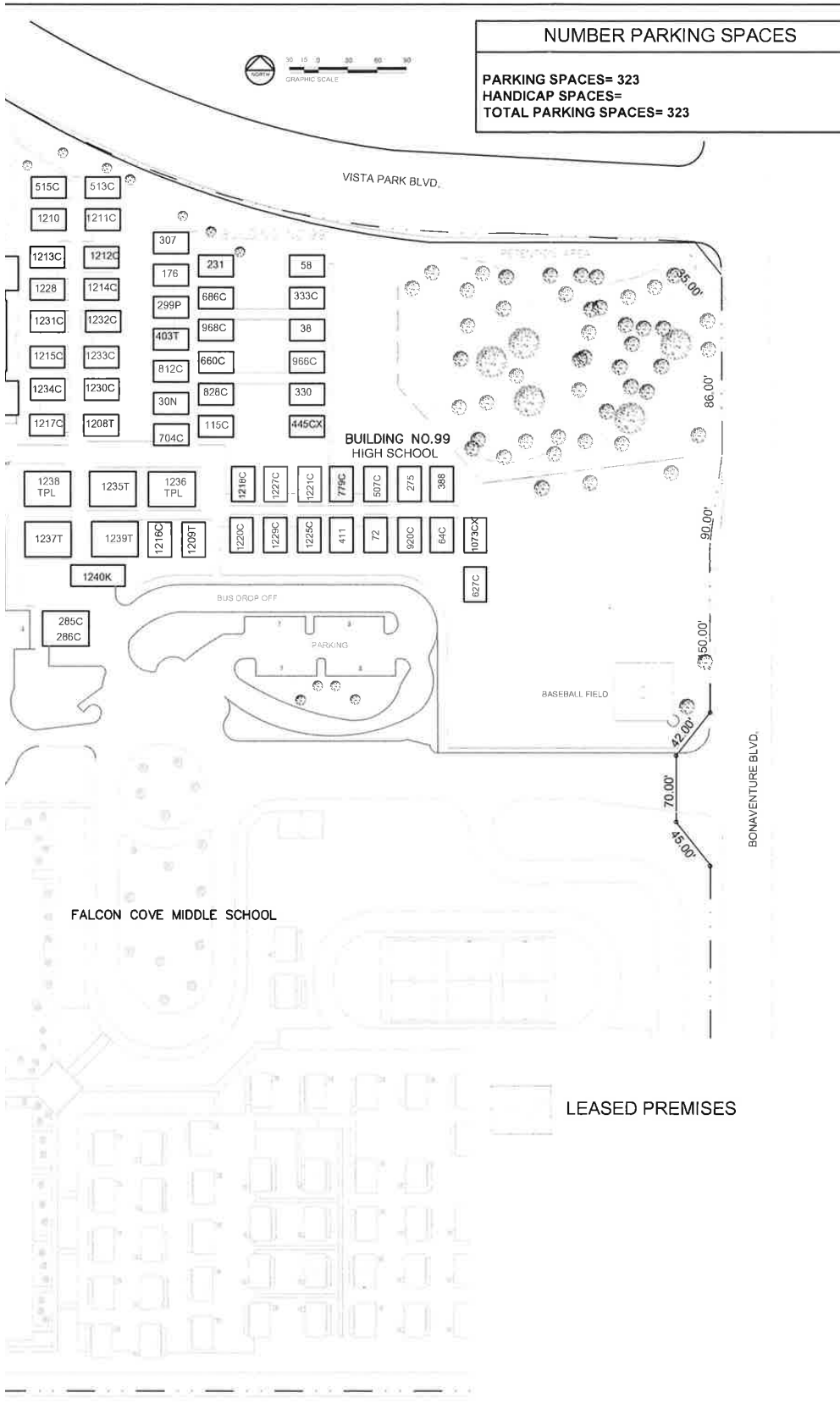








"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.C.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve Disapprove

Name

Title

Date

Signature:

Approve Disapprove

RATIONALE FOR DISAPPROVAL



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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

**PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY**

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston**

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON



# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.

# Key Findings

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Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.



# Key Findings

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A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,  
The top-rated program is youth sports,  
And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

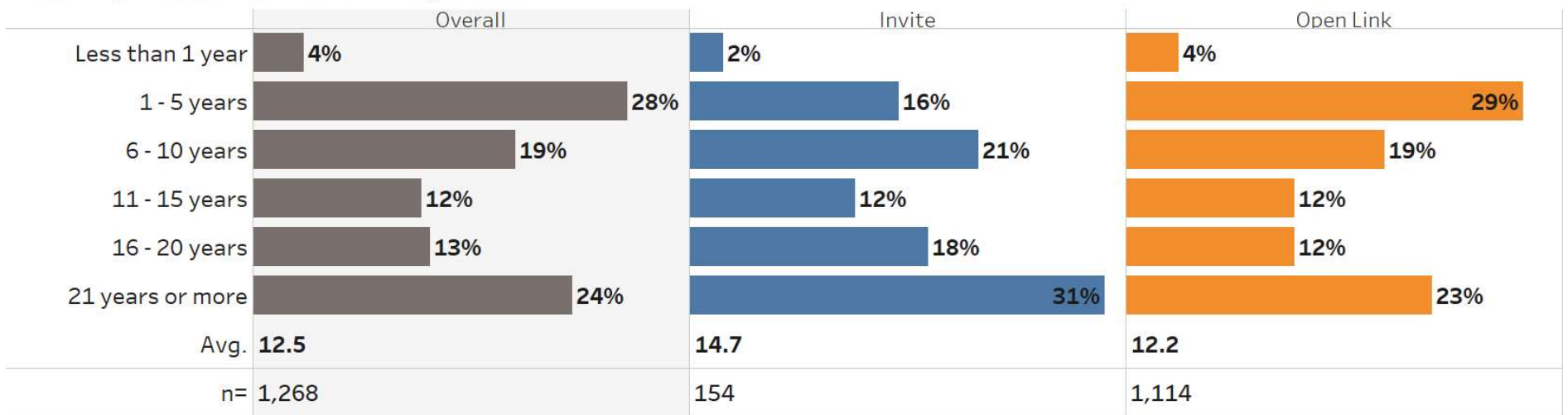
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates

# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



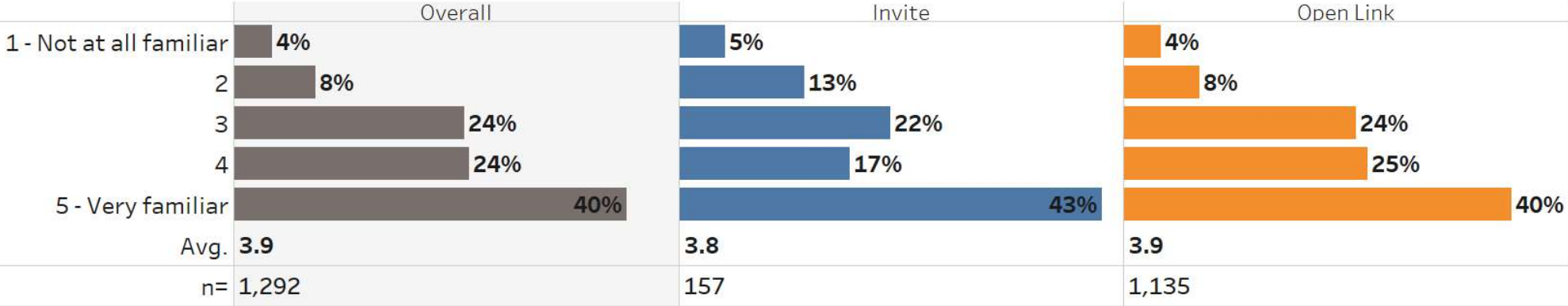
- LEGEND**
- City of Weston Boundary
  - Area A
  - Area B
  - Area C
  - Area D
  - Area E
  - Area F
  - Area G
  - City Parks
  - 1. Bonaventure Park
  - 2. Country Isles Park
  - 3. Eagle Point Park
  - 4. Emerald Estates Park
  - 5. Gator Run Park
  - 6. Heron Park
  - 7. Indian Trace Park
  - 8. Library Park
  - 9. Peace Mound Park
  - 10. Tequesta Trace Park
  - 11. Town Center Park
  - 12. Vista Park
  - 13. Weston Regional Park
  - 14. Weston Racquet Club
  - 15. Windmill Ranch Park



# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

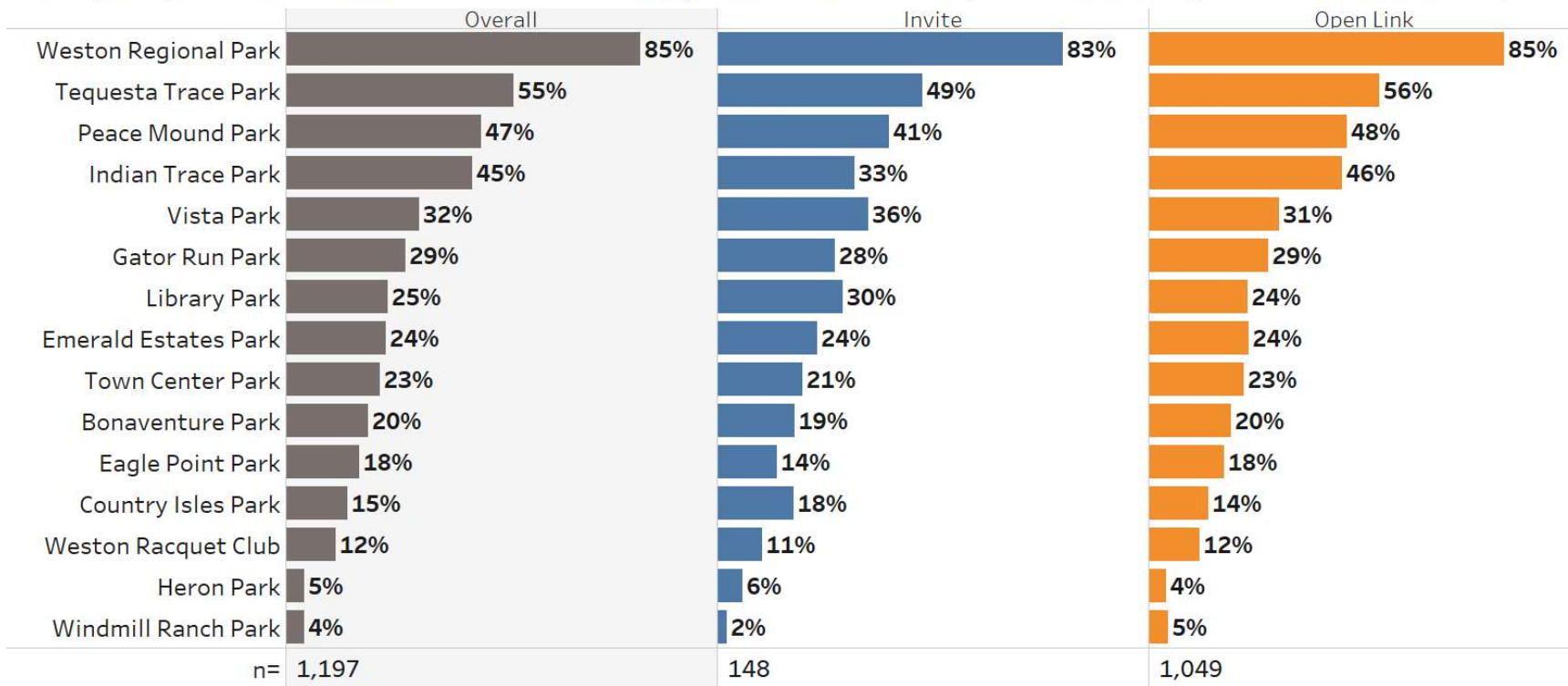
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)

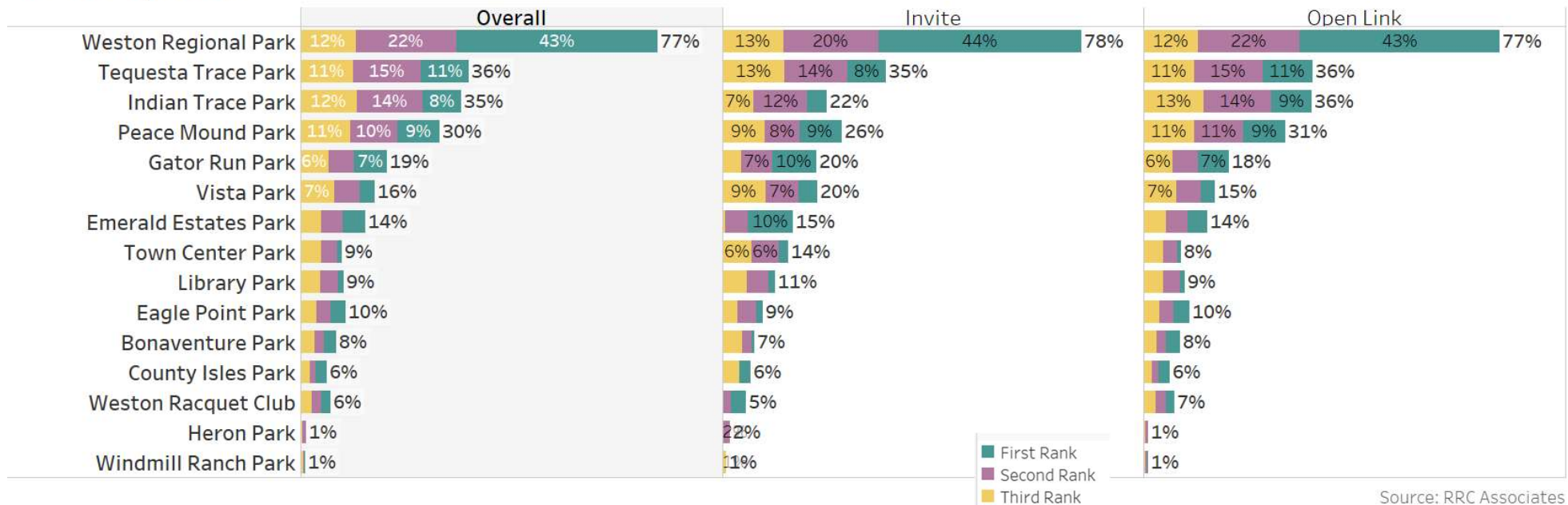


Source: RRC Associates

# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?



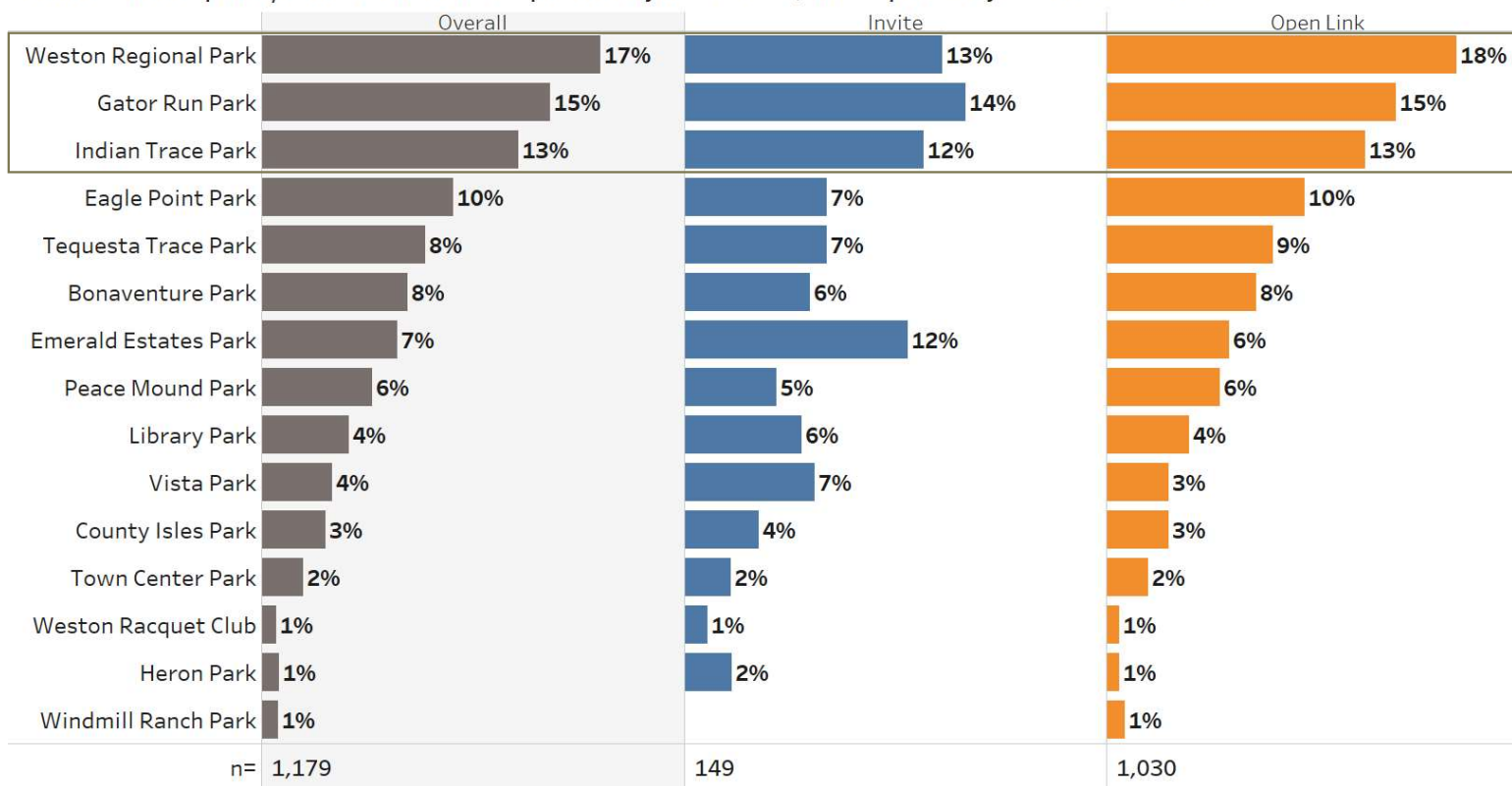
Source: RRC Associates



# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

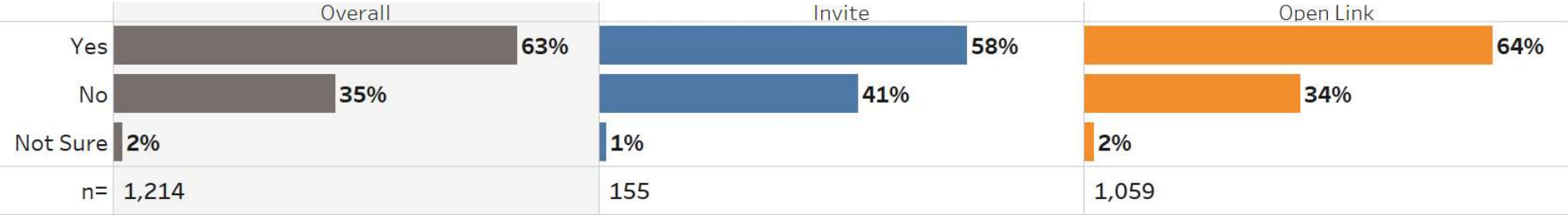


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

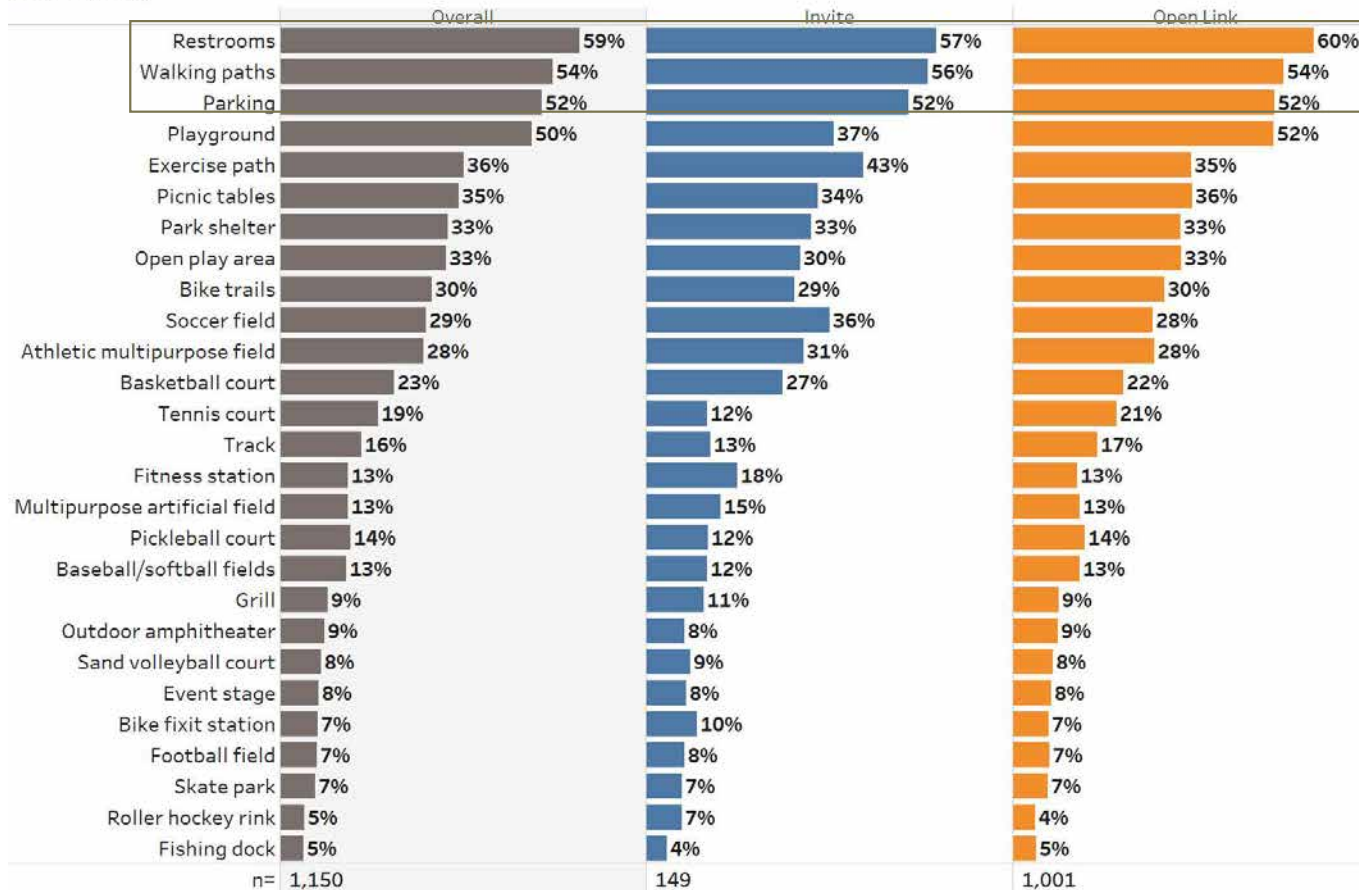
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



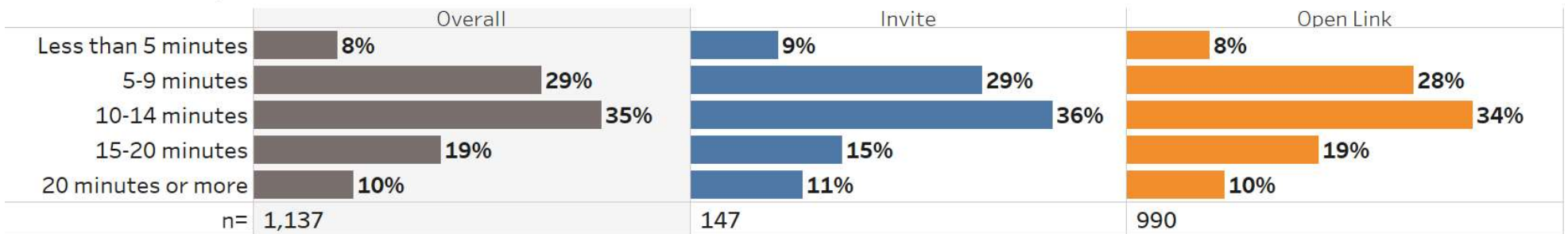
Source: RRC Associates

- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.

# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates



# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

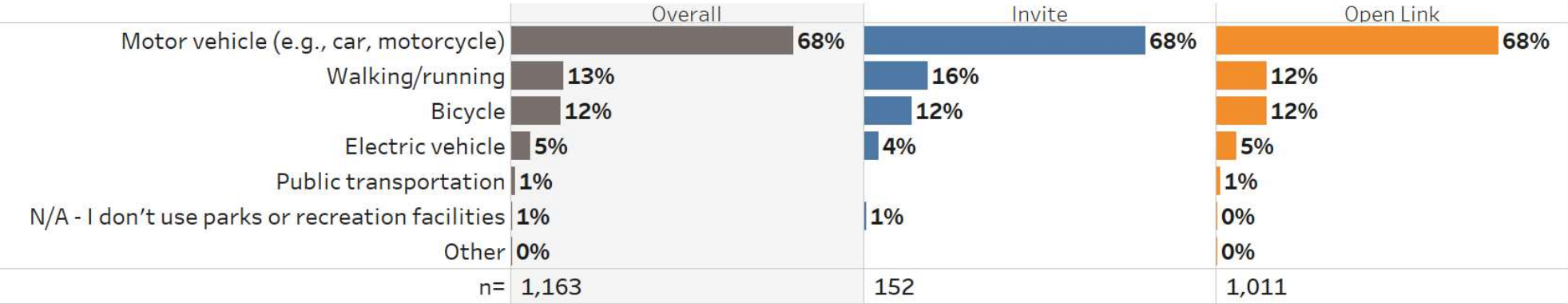
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

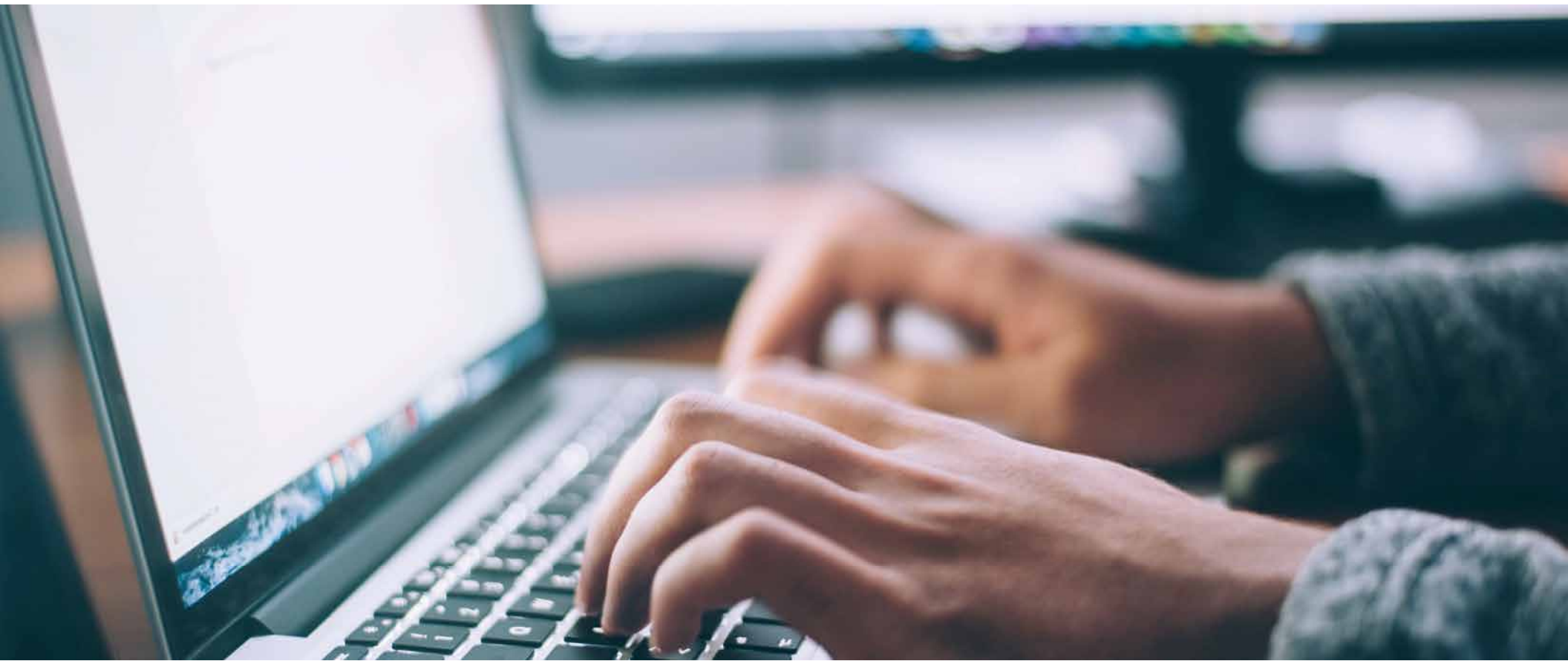
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

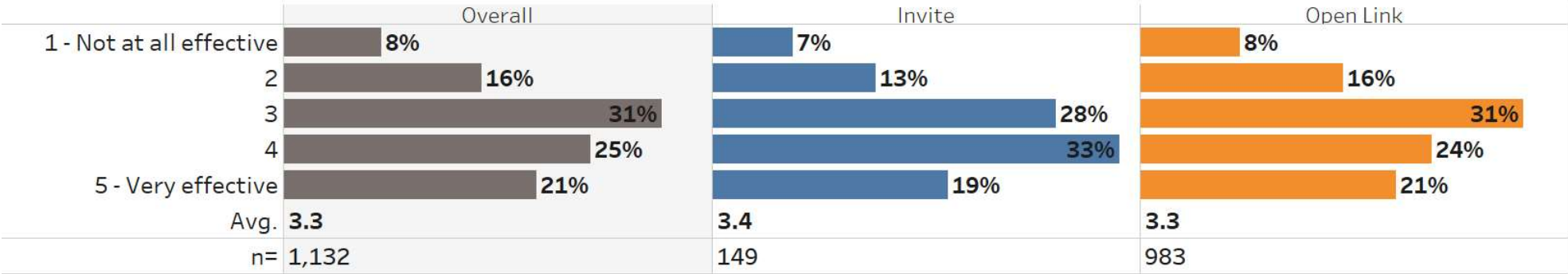
# Communication



# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?



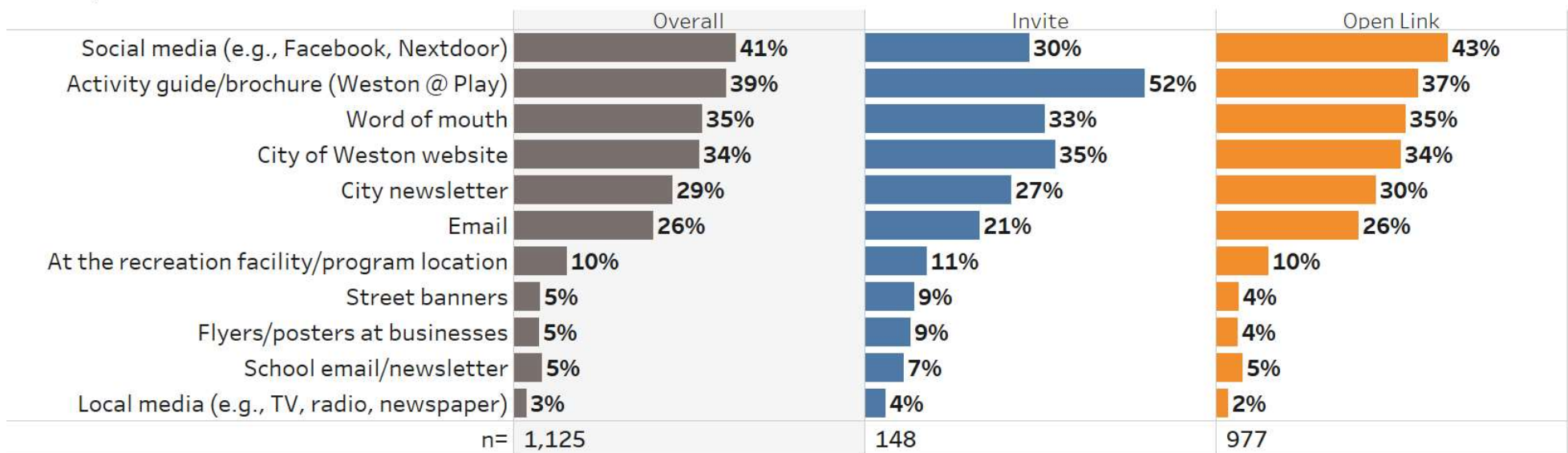
Source: RRC Associates



# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

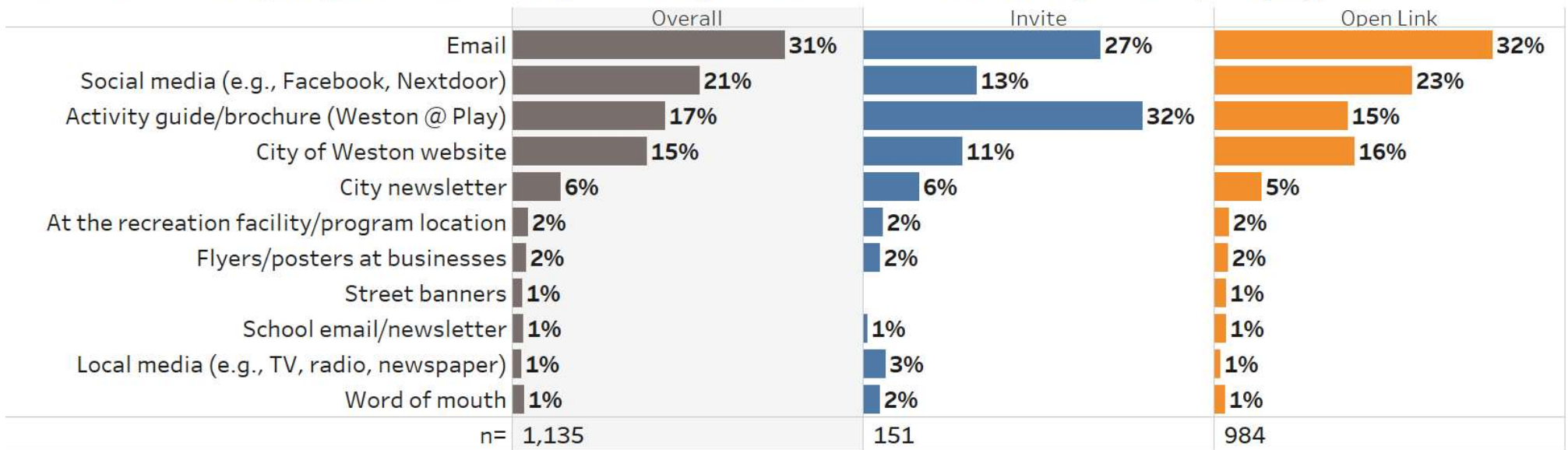


Source: RRC Associates

# Preferred Communication

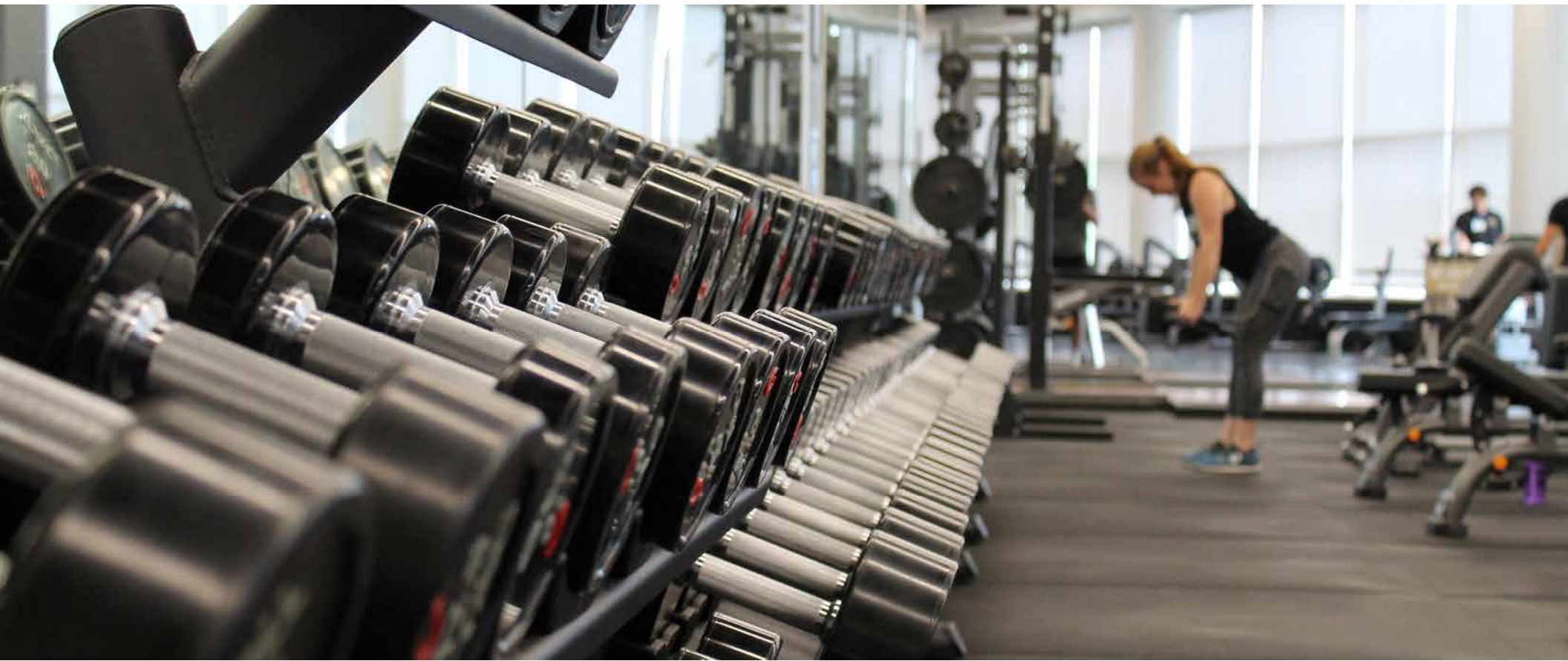
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services

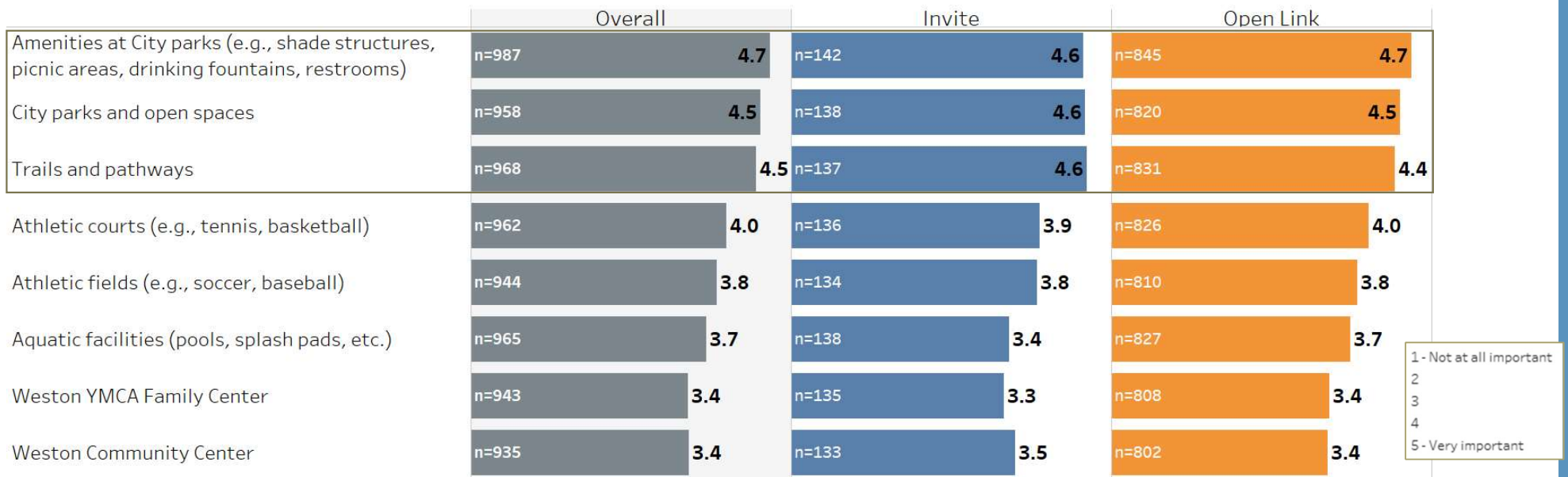


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates



# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

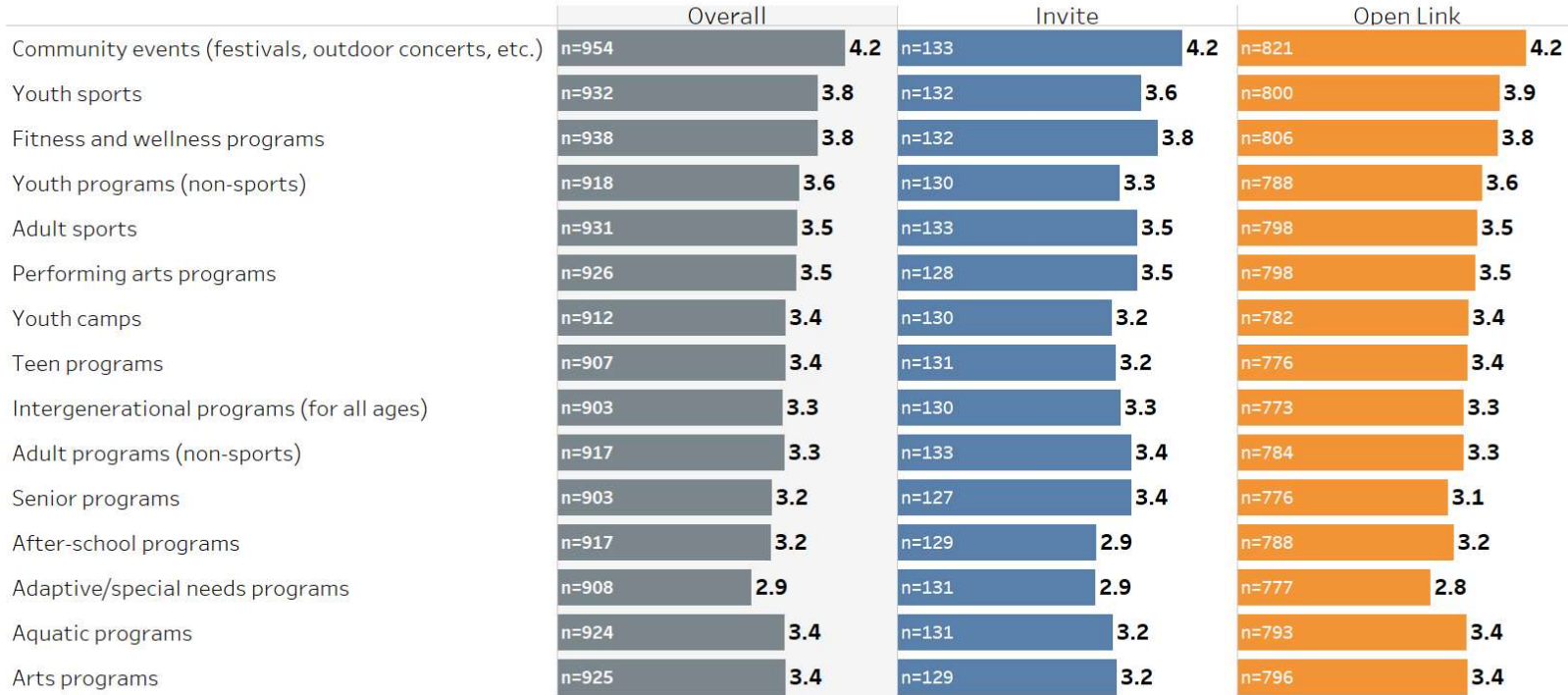


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

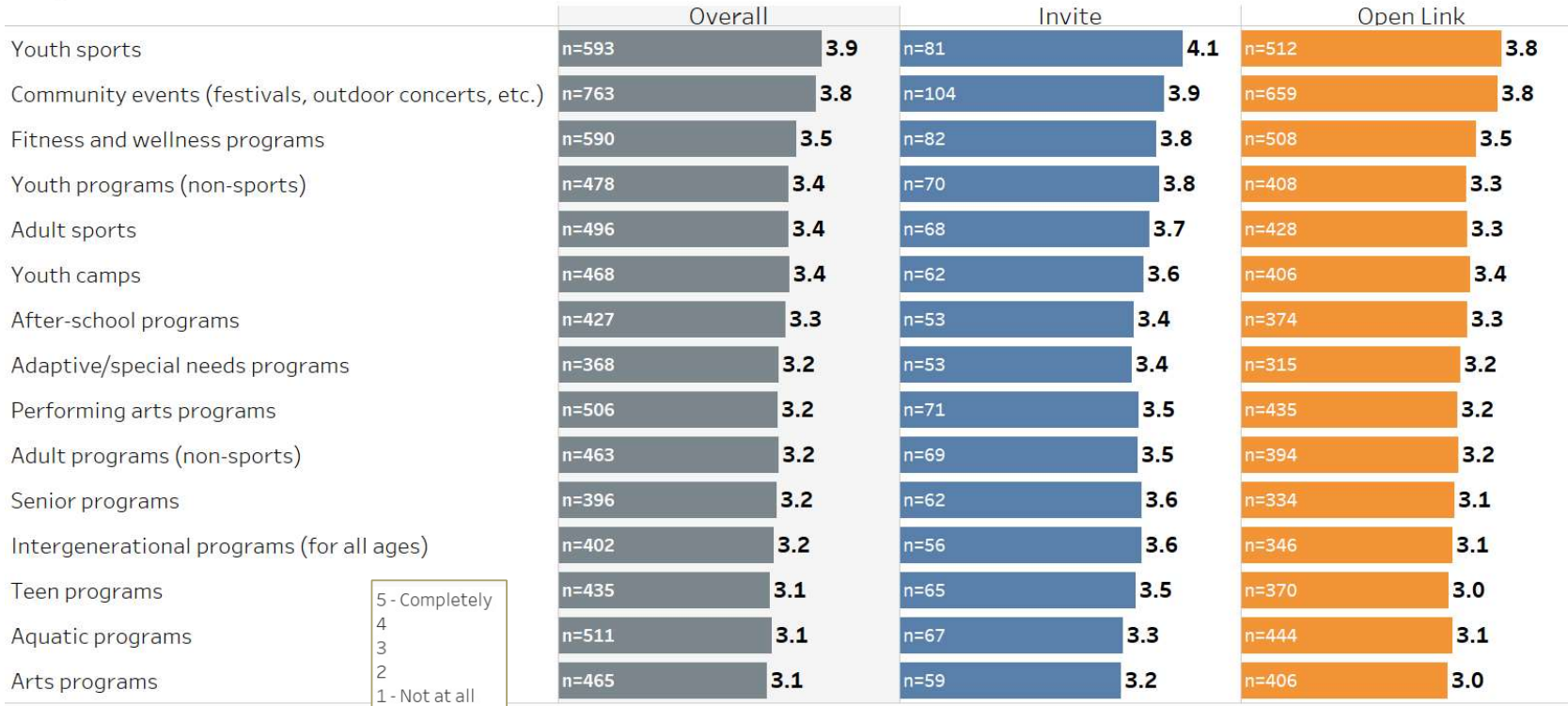
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

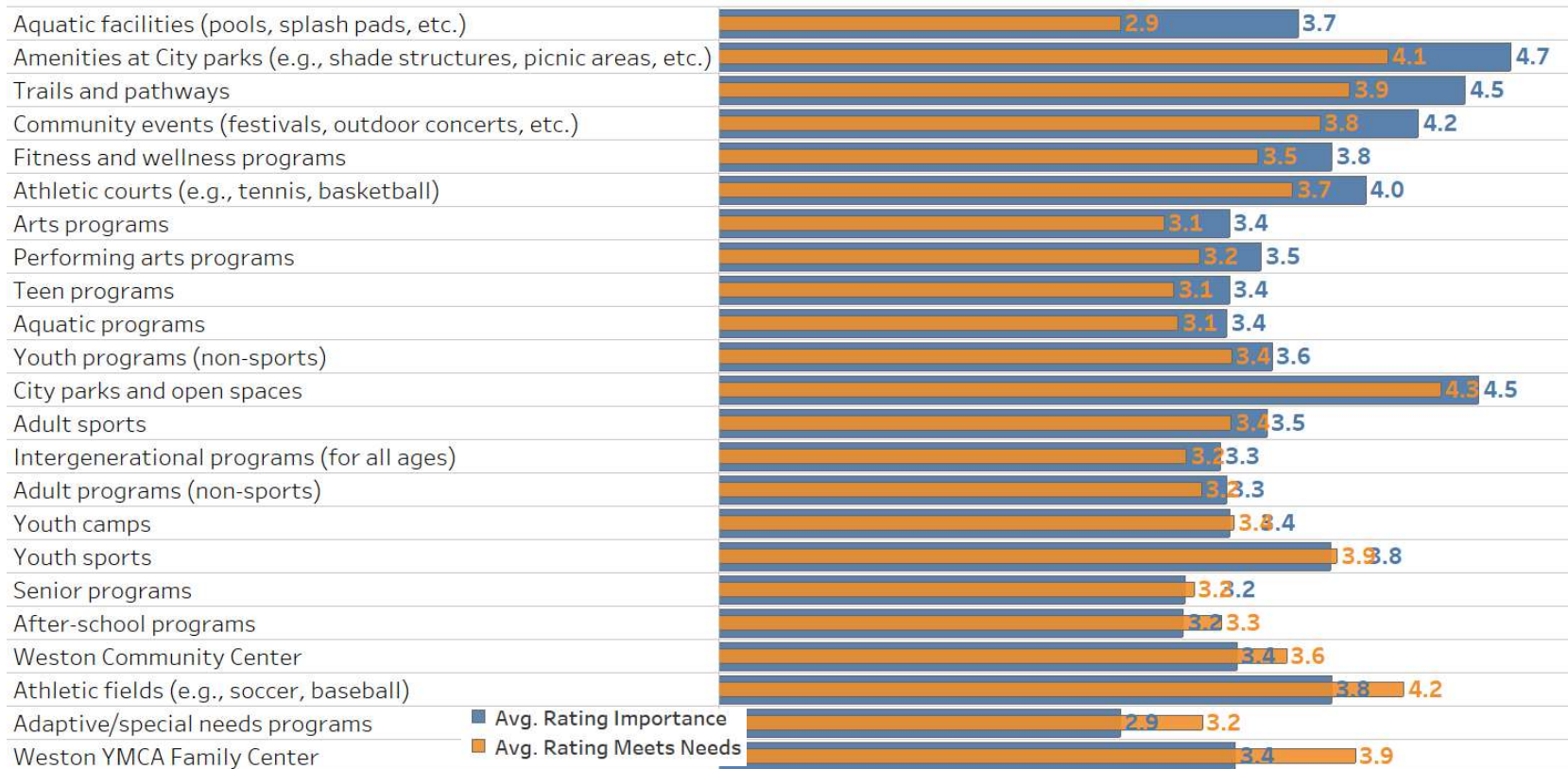
## Programs & Services



Source: RRC Associates

# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

Categories sorted by difference between average importance and average rating.

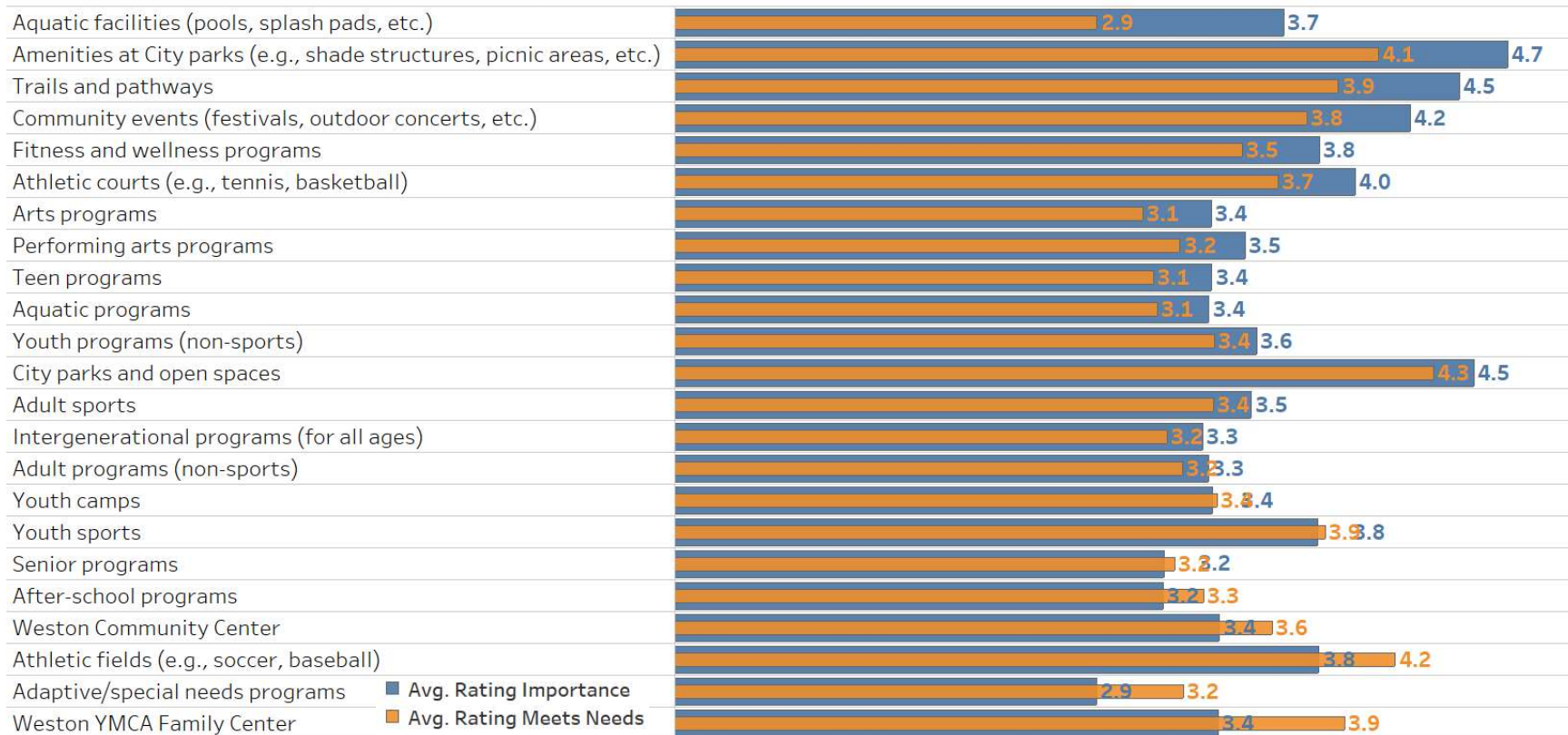
Source: RRC Associates



# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



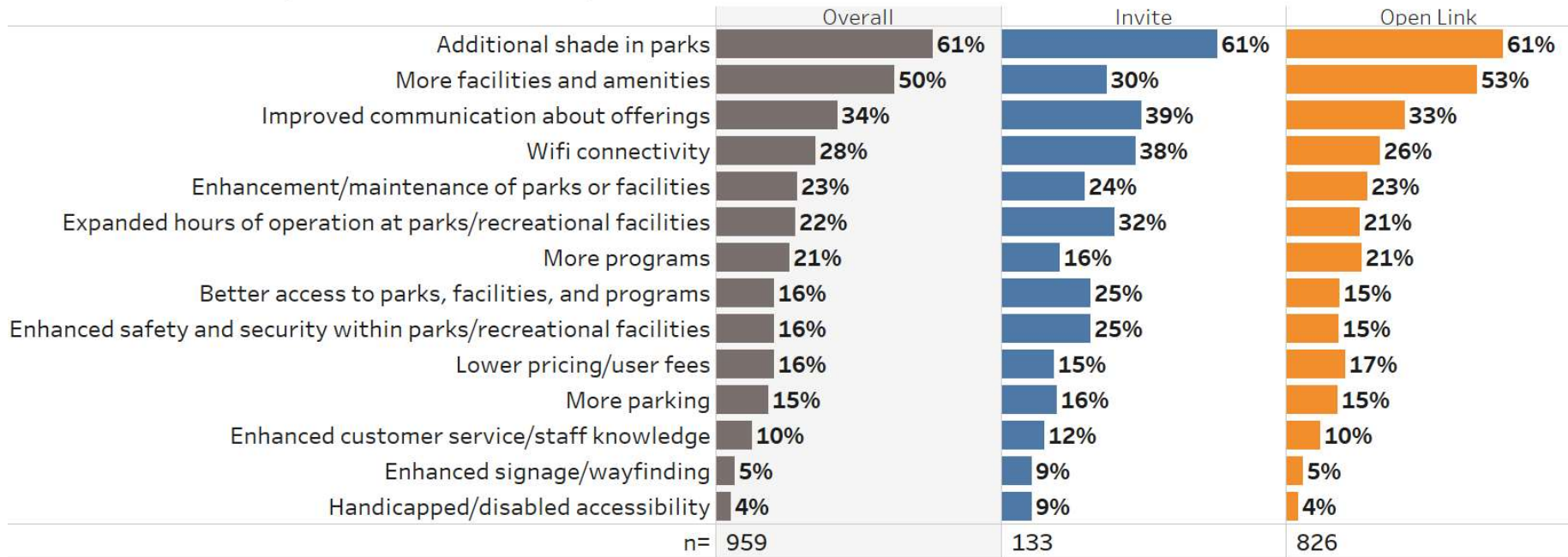
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

# **Future Facilities, Amenities, and Services**

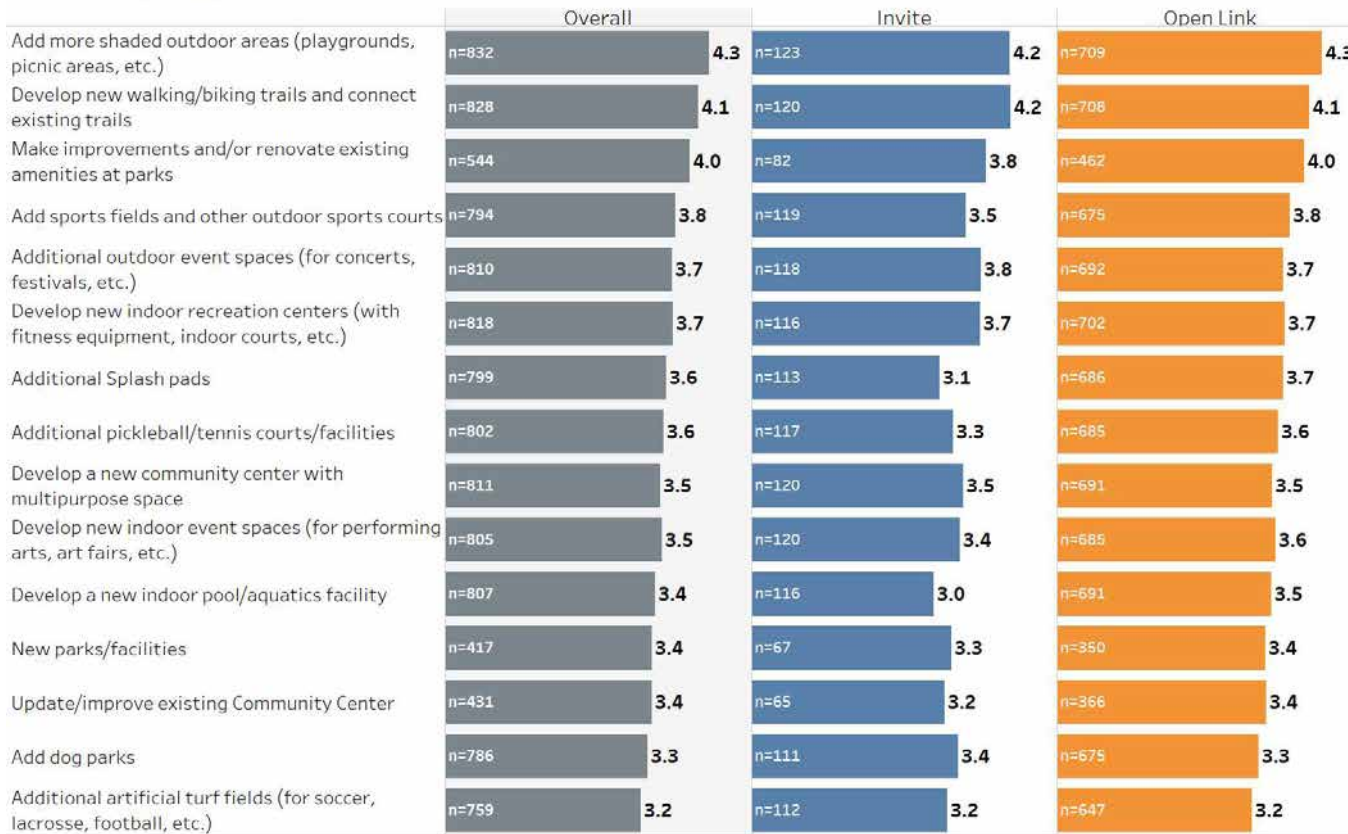




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates



# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

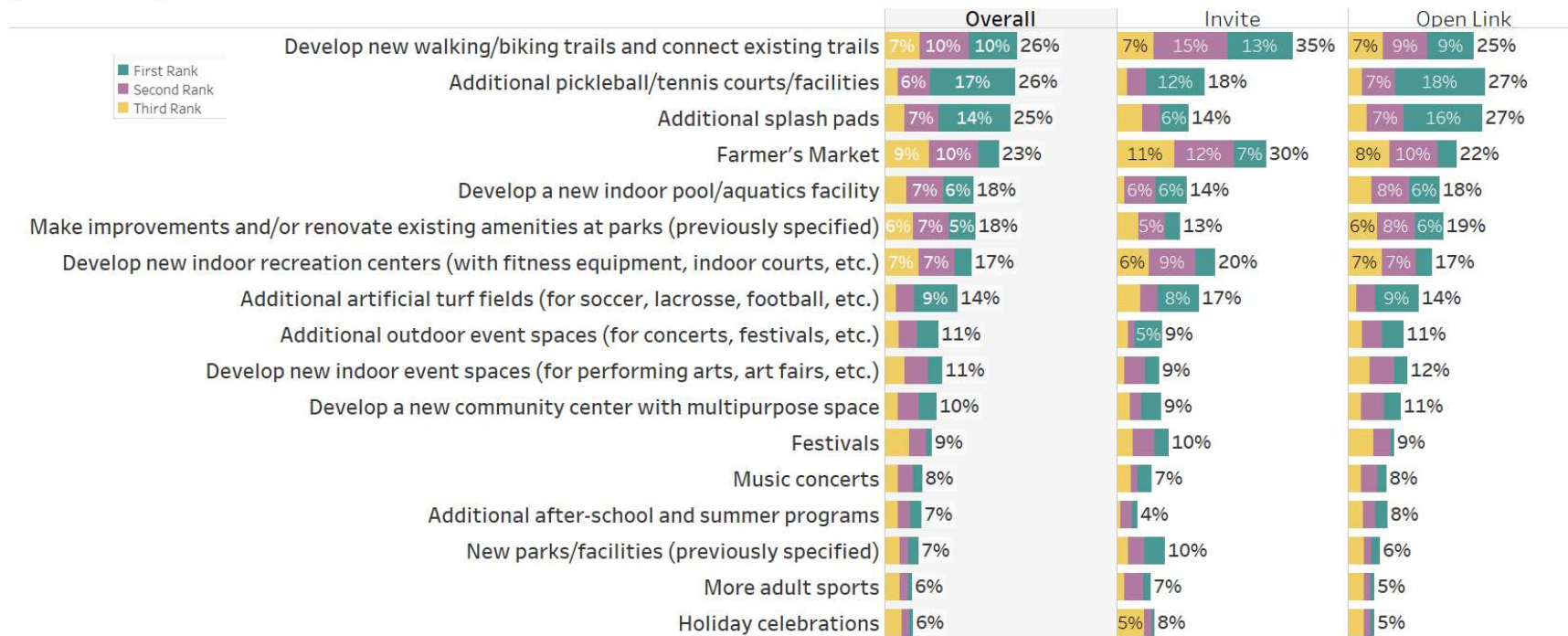
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



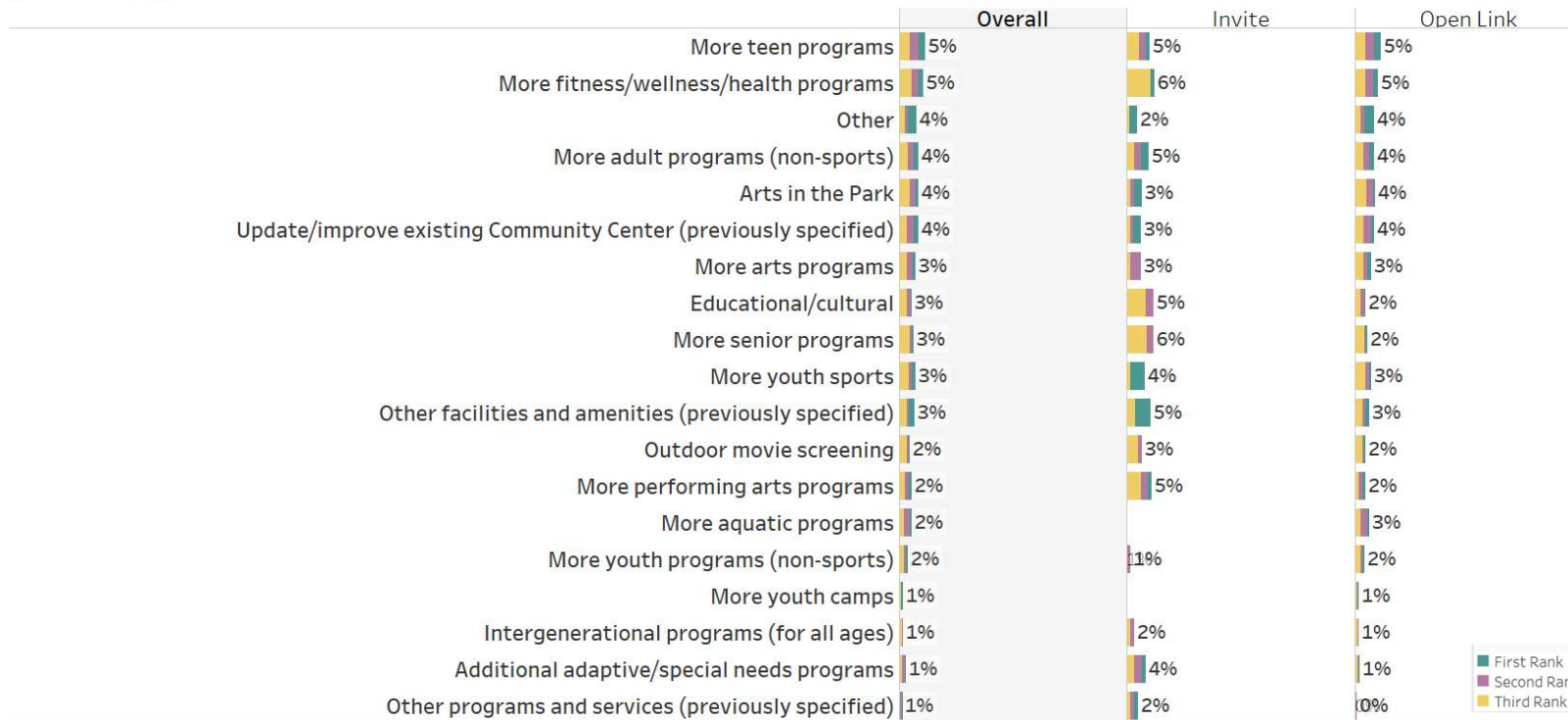
Source: RRC Associates

# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates



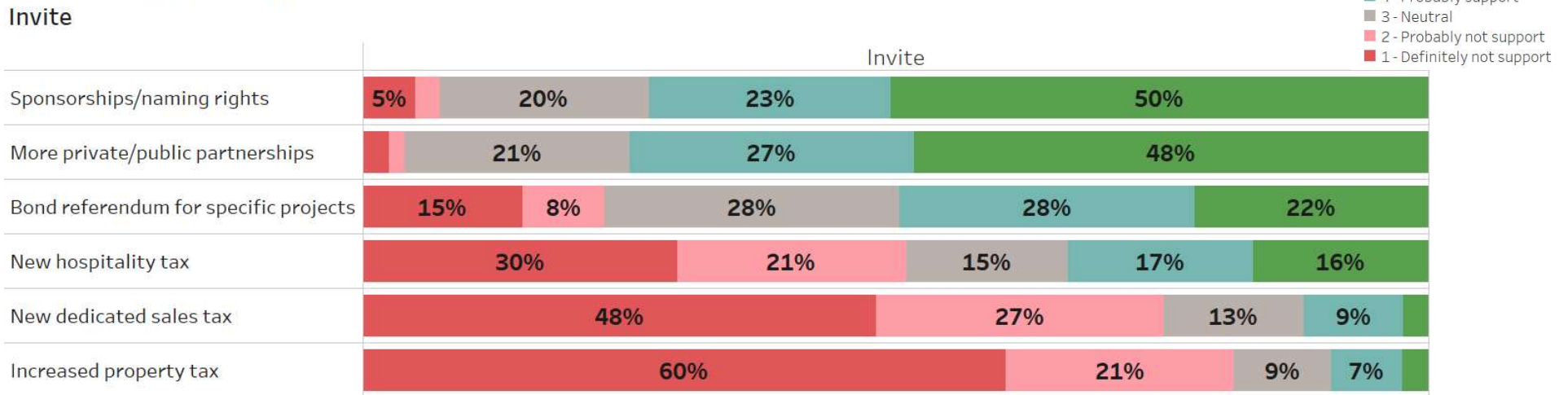
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

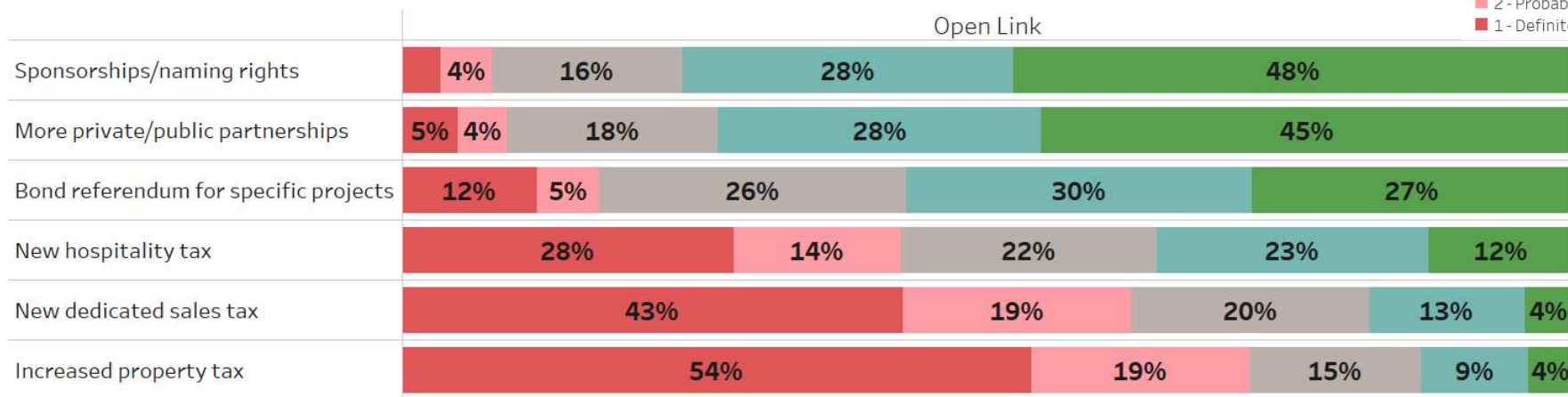
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support

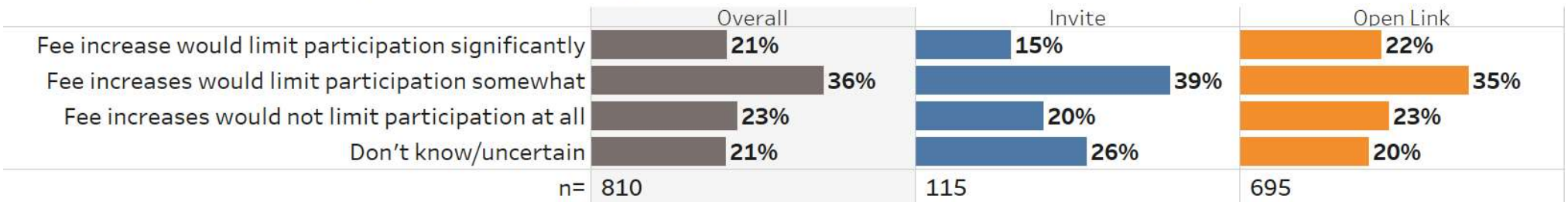


Source: RRC Associates

# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?



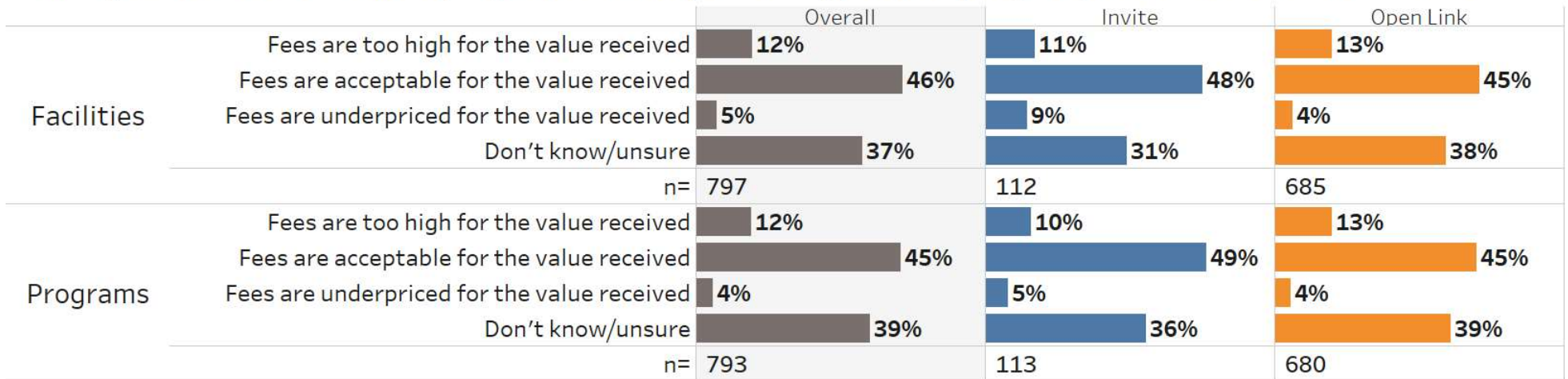
Source: RRC Associates



# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

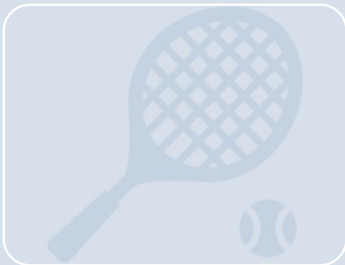


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

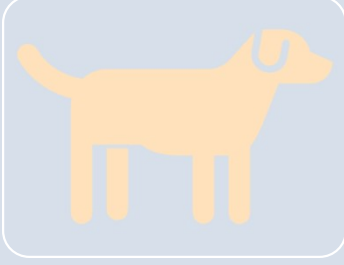
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

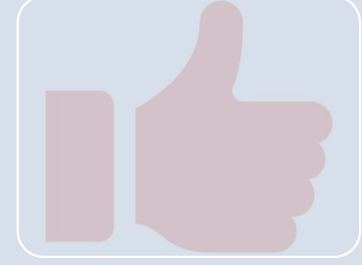
## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

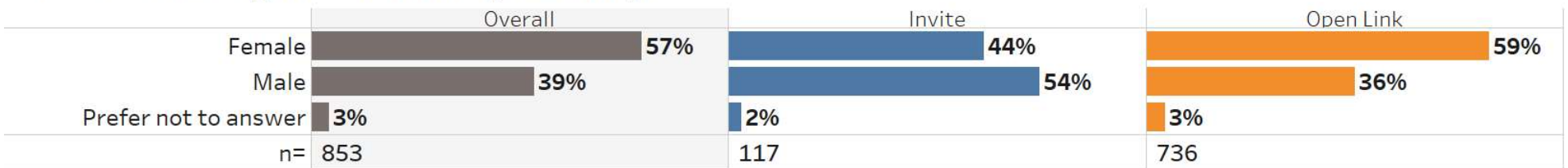
# Demographics



# Gender & Age

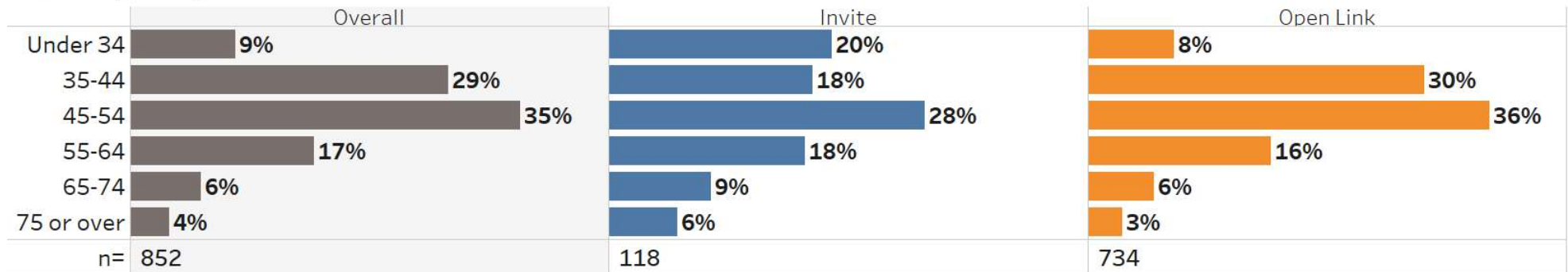
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates



# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

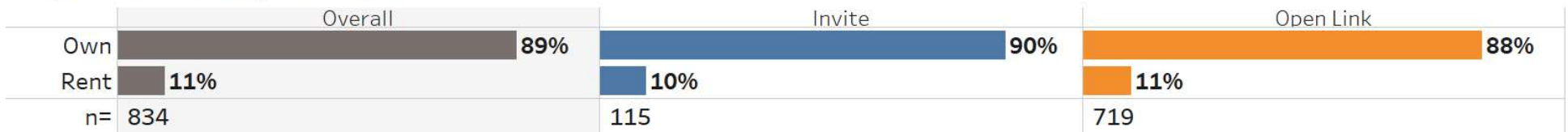
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

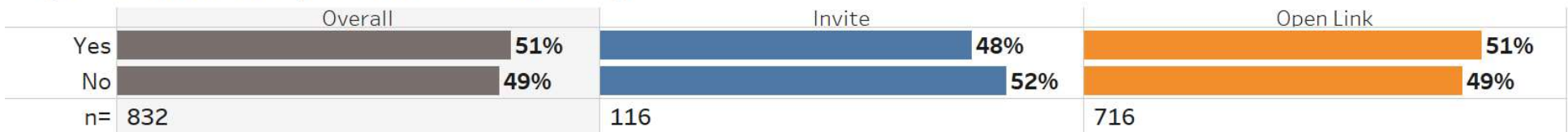
About half of respondents own a dog and most are registered voters in the City of Weston.

Do you rent or own your residence



Source: RRC Associates

Do you or a member of your household own a dog?

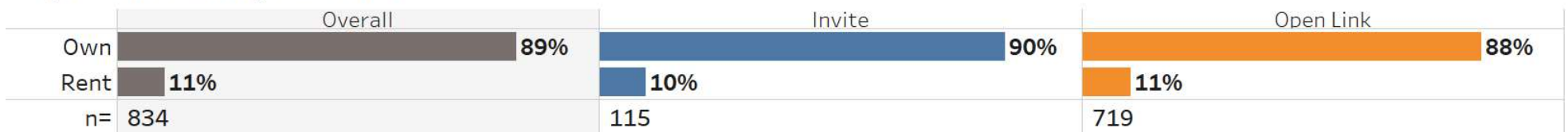


Source: RRC Associates

# Residence Ownership & ADA Needs

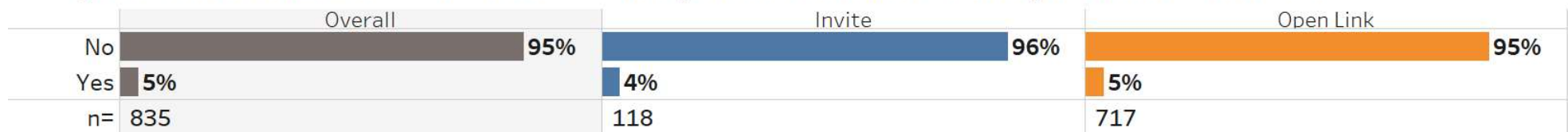
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates

# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

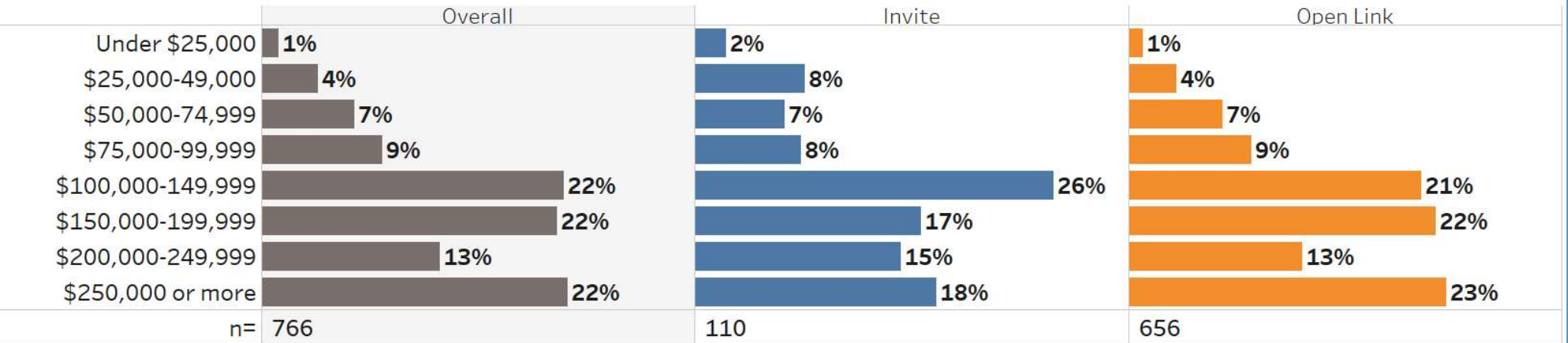
Source: RRC Associates



# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



RRCAssociates.com  
303-449-6558

RRC Associates  
4770 Baseline Road, Suite 355  
Boulder, CO 80303

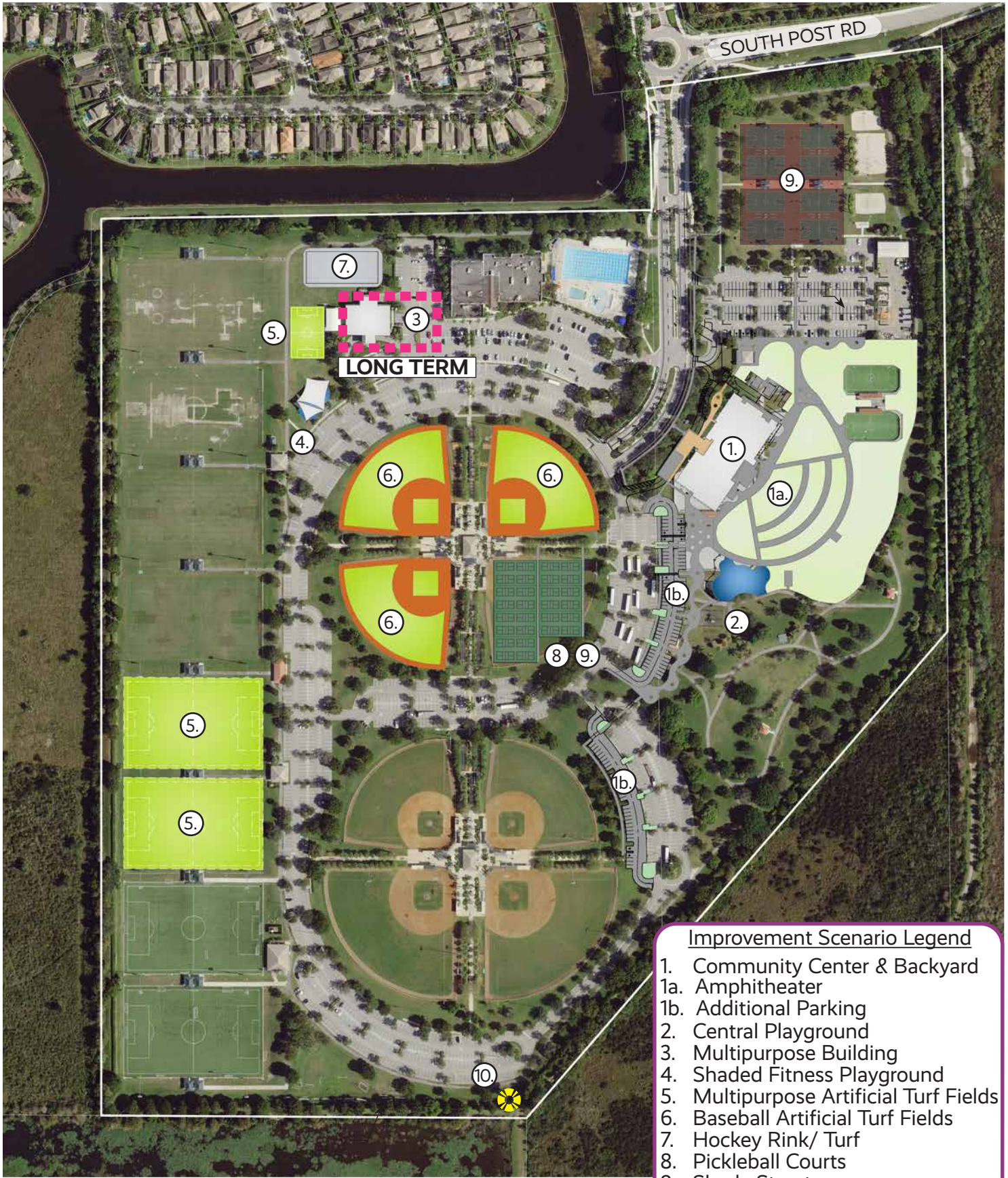








# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



- Improvement Scenario Legend**
- 1. Community Center & Backyard
  - 1a. Amphitheater
  - 1b. Additional Parking
  - 2. Central Playground
  - 3. Multipurpose Building
  - 4. Shaded Fitness Playground
  - 5. Multipurpose Artificial Turf Fields
  - 6. Baseball Artificial Turf Fields
  - 7. Hockey Rink/ Turf
  - 8. Pickleball Courts
  - 9. Shade Structure
  - 10. Trailhead







THE  
**CITY OF WESTON**  
 FLORIDA  
 Parks & Recreation Master Plan







Prepared by:



# Acknowledgments

The development of the City of Weston Parks and Recreation Master Plan has been a collaborative effort between City officials, staff, residents and the Miller Legg team.

The project team would like to offer their deepest gratitude to those residents who participated in the public workshops and on-line public survey which informed this Plan. Your contributions have been an integral part of the planning process.

## **CITY OF WESTON CITY COMMISSION**

Margaret Brown	Mayor
Chris Eddy	Commissioner
Henry Mead	Commissioner
Byron L. Jaffe	Commissioner
Mary Molina-Macfie	Commissioner

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Kara Petty	Director of Parks & Recreation
Bryan Beard	Recreation Superintendent
Francisco Lopez	Parks Superintendent
Annalisa Walker	Special Events Manager
Reddy Chitepu, P.E.	Director of Public Works
Jose Casio	Public Works
Scott Buck	Public Works
Denise Barrett-Miller	Director of Communications
Pam Solomon	Assistant Director of Communications

## **MILLER LEGG**








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Liudmila Fuentes	Recreation Planner, Landscape Designer
Isabel Aguilar	Landscape Technician
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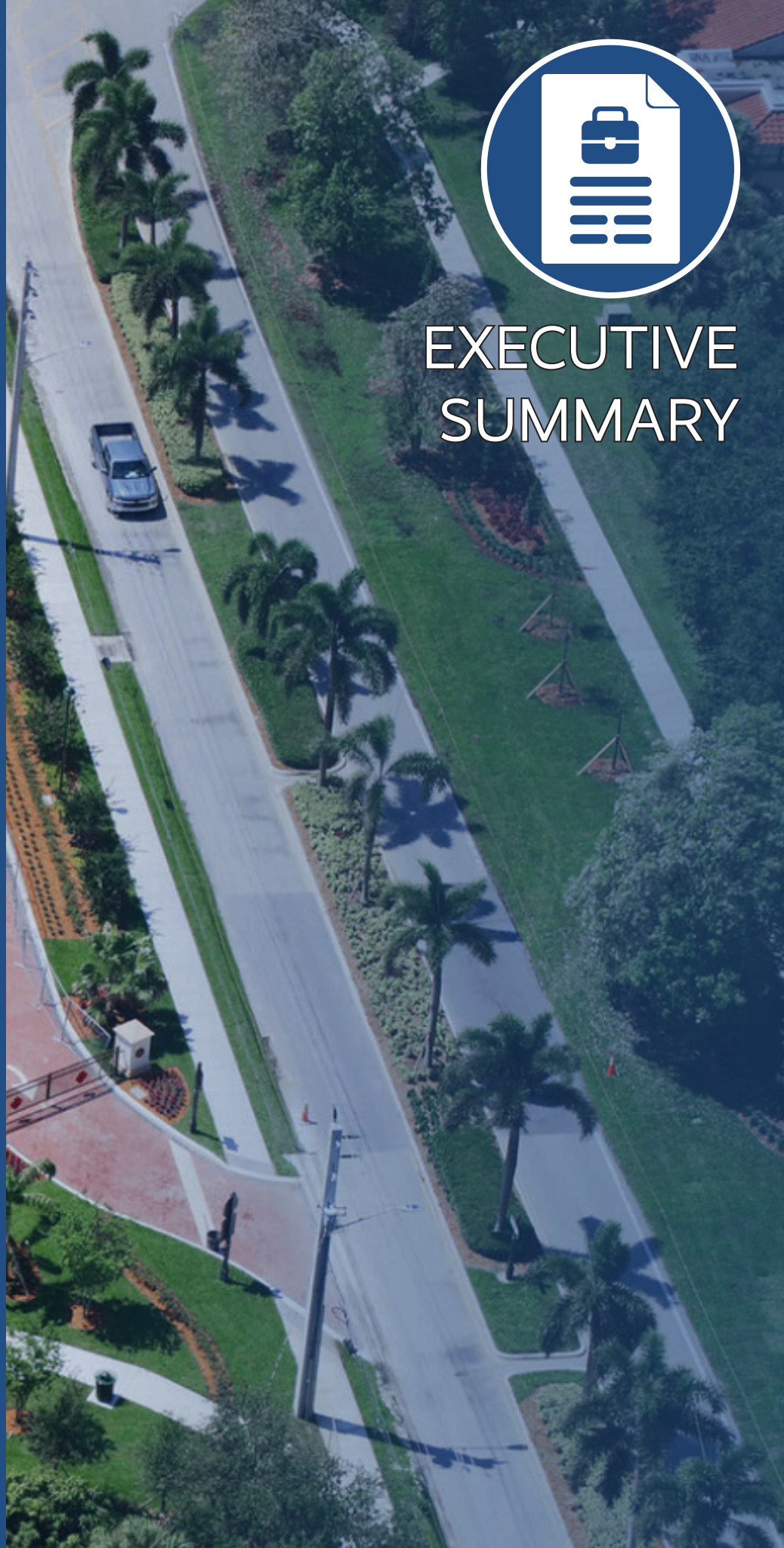
Figure 0.0: Bonaventure Park Aerial



# 00



## EXECUTIVE SUMMARY





## 0.1. Introduction

Preparing a Parks and Recreation Master Plan (PRMP) is vital for any city. It sets goals and standards for the city’s parks and recreation system, which directly affects the daily lives of its residents and users. The City of Weston created its PRMP to preserve parks and provide quality recreation programs, as envisioned by its leaders and residents.

## 0.2. Planning Process Summary

The PRMP planning process team consisted of City staff and the Miller Legg consultant team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP process consisted of the following phases:

- Goals and Objectives
- Demographic and Trend Analysis
- Inventory & Level of Service Analysis (LOS)
- Community Engagement
- Visioning and Implementation

## 0.3. Inventory & Level of Service (LOS) Assessment Summary

During the Inventory Assessment phase, various methods were used to collect and analyze data about City parks and recreation facilities and programs. The phase included a review of the following items:

- Overall Park System
- Planned Improvements
- Programs and Events
- Comprehensive Plan Standards
- Access Level of Service (LOS)
- State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks
- National Recreation and Parks Association (NRPA) Benchmarks
- City Facilities Comparative Study
- Recreation Programming Assessment

## 0.4. Key Issues

Overall the City of Weston has great parks and an excellent recreation system. There are various sports and fitness activities, outdoor enjoyment opportunities, and special events and programs available throughout the community. Weston’s recreational resources and services directly promote community well-being and make the city an attractive place to live, work, and play. Although the current parks and recreation system generally meets the community’s recreational needs, the PRMP planning process has identified specific areas where service delivery can be improved. By focusing on these areas, Weston can continue to meet the recreational needs of its residents.

- Need for Community Center/Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Fields and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking

## 0.5. Vision Recommendations

The City and the Parks and Recreation Department has great facilities, offers high-quality programs and annual events and provides a set of valuable services that contribute to the residents’ high quality of life. These recommendations primarily focus on addressing existing challenges and leveraging opportunities identified through the planning process. Weston is well positioned to build upon current successes to ensure that its public parks and recreation opportunities meet the needs of the community over the next ten years. General recommendations include the following:

- Maintain and improve existing City parks & facilities







- Improve awareness of recreational programs and events
- Identify the needs of the current & future community
- Provide a multi-functional Community Center
- Provide diverse programs
- Provide multi-purpose flexible indoor space
- Provide multi-purpose fields & courts
- Provide multi-functional open space
- Identify & establish partnerships to expand recreational services
- Expand arts and cultural events / programs

Subsystem Vision developed through the master planning process focuses on:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Indoor Multipurpose space and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multipurpose paths and trails.

As this Parks & Recreation Master Plan is intended as a living document that provides a roadway to continually improve the City’s system, it is recommended that the City of Weston formally review and update this Master Plan every five (5) years. This will allow the City to respond to the community needs and current recreational trends.

## 0.6. Implementation

After conducting all phases of the planning process, an implementation plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short, middle and long term implementations.

The time-frame to complete each of these recommendations is as follows:

<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>
--------------------------------	------------------------------	--------------------------------

The following is a summary of the implementation plan cost per subsystem:

<b>Subtotal of 1. Park Systems:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$780,000	\$572,500	\$420,000	\$1,772,500
<b>Subtotal of 2. Athletic Facilities :</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$22,614,900	\$30,583,800	\$8,706,500	\$61,905,200
<b>Subtotal of 3. Indoor Recreation:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000
<b>Subtotal of 4. Programs and Events:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$100,000	\$50,000	\$0	\$150,000

<b>Grand Total:</b>			
<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>			
<b>\$75,755,488</b>	<b>\$105,775,469</b>	<b>\$24,404,153</b>	<b>\$205,935,109</b>

Rates based on 2023 cost.

\*Total cost is escalated at 5% annually for inflation rate. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.







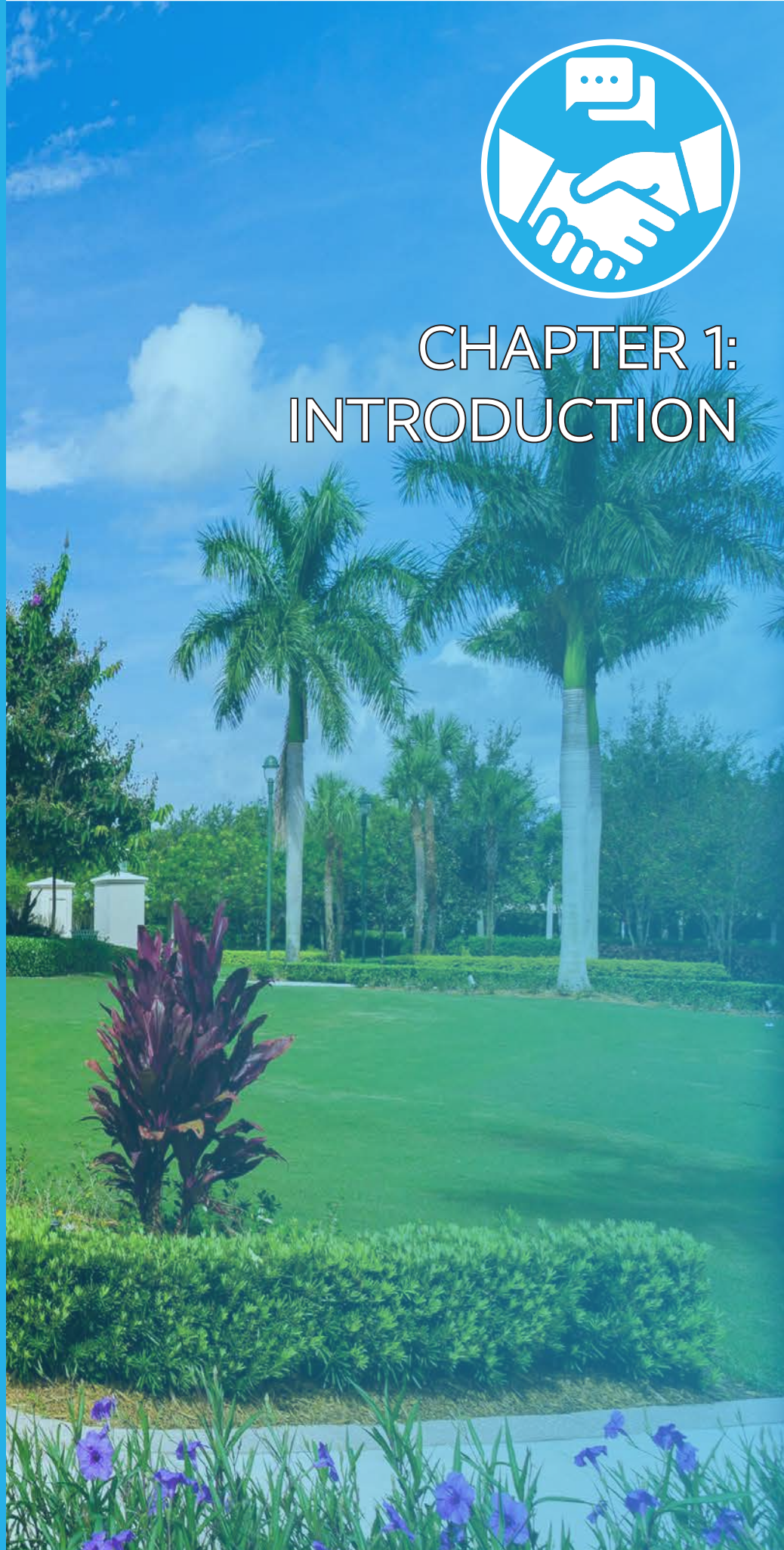
Figure 1.0: Library Park entrance.



# 01



## CHAPTER 1: INTRODUCTION





## 1.1. Purpose of the Plan

The preparation of a City's Parks and Recreation Master Plan (PRMP) is one of the most imperative and impactful planning processes a City can undertake. A PRMP sets the standards and future goals of a City's parks and recreation system and its benefits have a measurable impact on the daily lives of its residents and users. The Weston PRMP was prepared as a result of the City's leaders and residents striving for Weston's goal of "preserve our parks and provide quality recreation programs."

The PRMP assesses current and future facilities, amenities, and programs and makes recommendations based on its evaluation. An essential element of the PRMP planning process is engaging key stakeholders and the community to develop a plan that meets their present and future needs. This process has significant advantages for Weston, which are listed below:

- Establish a long-range vision.
- Provide strategies to fill gaps and reduce redundancies within park systems.
- Assess current and future recreation needs of the community.
- Encourage new opportunities for future recreational development.
- Prioritize improvement and the budgets for capital improvement plans (CIP).
- Align CIP investments with community needs.
- Build community support.
- Promote new ideas and partnerships.
- Educate the public.

Now more than ever, people realize the importance of parks in their communities. The COVID-19 pandemic transformed human behavior around the world. During periods of lockdown and quarantine, people often engaged in outdoor, physically distanced activities such as visits to parks and greenspace to maintain mental and physical health. Parks and Recreation are no longer just sports fields and facilities;

they are sought to be the hub of communities and determine a community's quality of life. The benefits of parks are numerous; they include overall health improvement, increased property value, a sense of community, crime reduction and environmental benefits. Weston's PRMP will help ensure all these values are protected and further improved.

## 1.2. Planning Process & Methodology

While most Master Planning processes are similar in nature, there is no exact process as each community is different and what might work for one might not work for another. The Parks and Recreation Master Plan process is exacting and interactive. There is no quick solution and an equitable process must take place to reflect the community at hand. The planning process analyzes at a bigger scale as well as dives into the finer details of the parks, facilities, amenities and programs. In addition, it takes a collaborative team with the City staff's local knowledge, the community's ideas and needs and Miller Legg's team expertise at both local and national trends and standards.

The Weston PRMP planning team consisted of City staff and the Miller Legg team. The team guided this plan through a multifaceted process to gather and analyze observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs in Weston. The PRMP planning process consisted of the following:

### GOALS AND OBJECTIVES:

The Master Planning process began with the Goals and Objective phase, during which the Miller Legg team met with the representatives from the City and key project stakeholders in a series of kick-off meetings and interviews to better understand





the project's guiding goals and objectives and to establish end goal of the Master Plan.

### DEMOGRAPHIC AND TREND ANALYSIS:

The planning process identified the demographic profile of the City of Weston residents through a demographic analysis by gathering information from the U.S. Census Bureau and the Bureau of Economic and Business Research. In addition, a trends analysis was conducted to evaluate demographic impacts on future parks, trails, facilities, amenities and programs. This analysis also identified interest and participation levels for various activities and assessed how services are provided through planning trends.

### INVENTORY & LEVEL OF SERVICE ANALYSIS:

The inventory and analysis of the parks system involved field visits by the Miller Legg team to determine the facilities' existing conditions and to observe each site's events and behaviors. The distribution of assets throughout the community was also analyzed and gaps in service identified. Gaps in service represent geographic areas in Weston where parks and recreation facilities are not present or distributed in a manner that provides walkable access for residents in the community. Input collected throughout the information gathering phase, along with a comparison to National Recreation Parks Association (NRPA) standards, Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) standards, comparable municipalities and a needs analysis helped identify key facility, program and service needs to target for improvement and enhancement.

### COMMUNITY ENGAGEMENT:

As public involvement is a fundamental part of the master planning process, the Miller Legg team took various methods to obtain resident thoughts. Community members, stakeholders and City staff

provided valuable input regarding their own use and observations concerning Weston's parks & recreation facilities. Opportunities for engagement included meetings with Commissioners, Parks & Recreation staff, Arts Council of Greater Weston, Cliff Drysdale Tennis, Weston Sports Alliance and YMCA staff, a public workshop and a public survey. After further review of all the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations.

### VISIONING AND IMPLEMENTATION:

Once key issues were identified and the community's needs and priorities were understood, the Miller Legg team set out to create a vision and recommendations. Additionally, the Miller Legg team worked with the City to outline possible improvement scenario for each park, focusing on planning their capacity. The resulting vision and goals will help meet the recreation needs for future generations. After conducting all phases of the planning process, an action plan was developed to assist the City in budgeting for these recommendations. Since the planning horizon for this Master Plan is ten (10) years, the action plan has been prioritized into short-, middle- and long-term implementations.



Figure1.1: Planning Process





### 1.3. Department Overview and Structure

The Parks & Recreation Department oversees and is responsible for 15 City parks alongside recreational facilities and amenities. In addition, the Weston Sports Alliance, Weston YMCA Family Center and Cliff Drysdale Management Inc. offer recreational programs in partnership with the City.

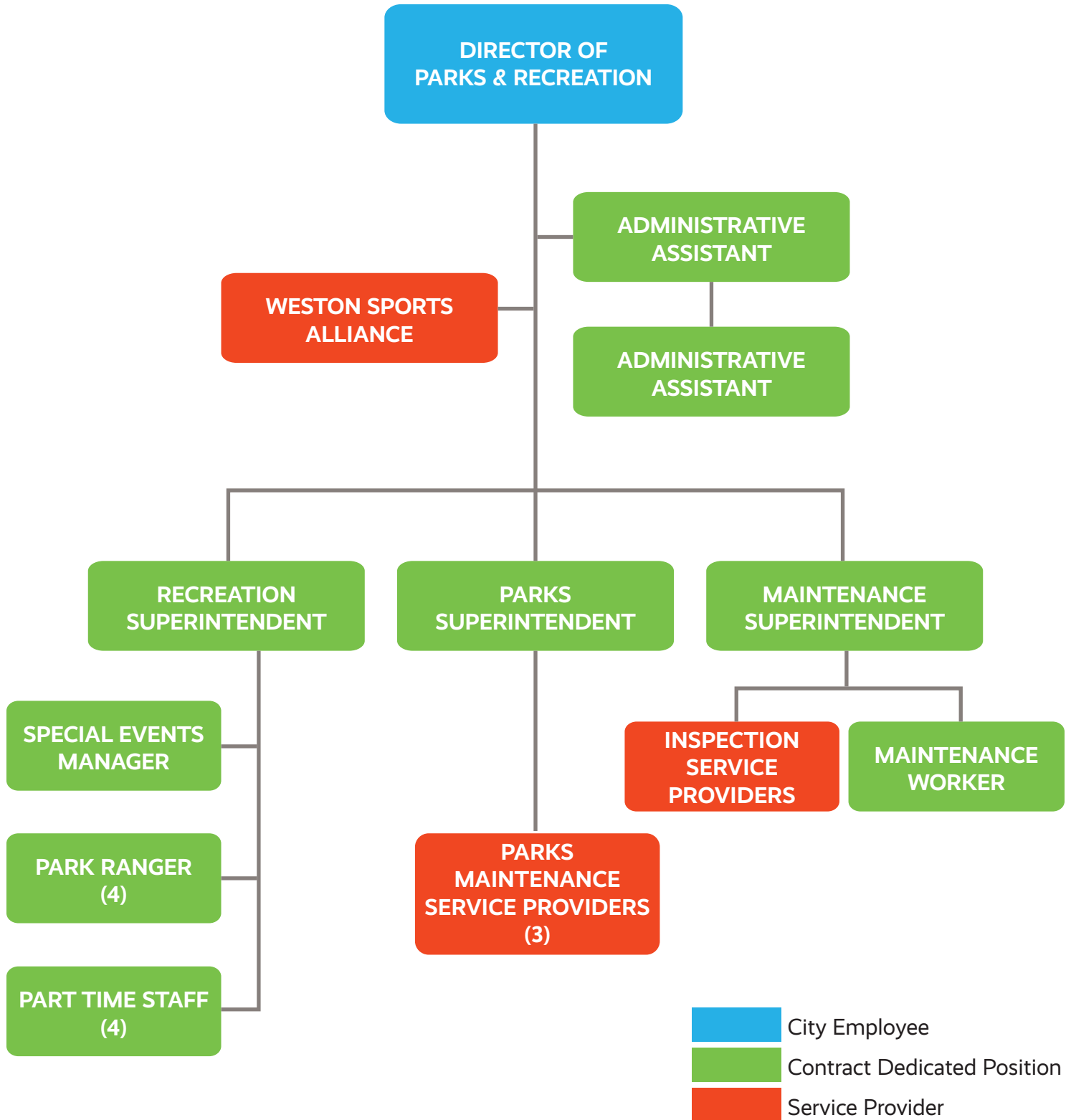


Figure1.2: Weston’s Parks and Recreation Department Organization Chart





## 1.4. Timeline for Completing the Master Plan

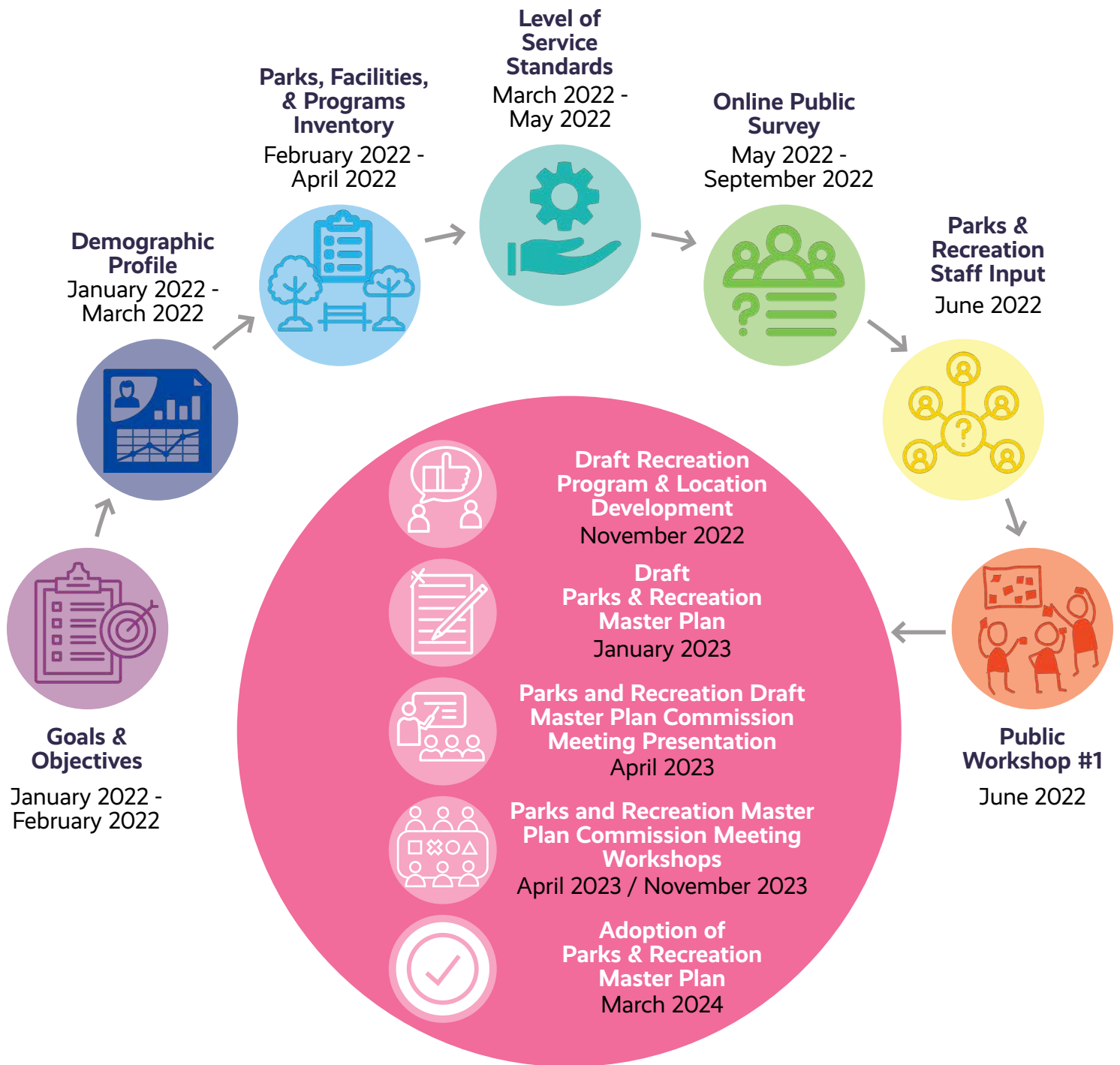


Figure1.3: Weston Parks and Recreation Master Plan Timeline





Figure 2.0: Weston Rotary Run and Commission Cup.



# 02



## CHAPTER 2: PROFILE AND IDENTIFIED NEEDS





## 2.1. Community Profile

### 2.1.1. Brief History

The area known as the City of Weston was originally assembled in the 1950's by Arthur Vining Davis who was the owner of the city's primary developer Arvida. Over the next few years Arvida developers prepared plans on how the land would be developed and how it would be financed. The area we now know as Bonaventure was sold and developed separately. In 1978 the 15,000 acres of land was then developed into what was originally known as Indian Trace. Shortly after, in 1981, the Indian Trace Community Development District was created for the purpose of financing and managing the construction, maintenance and operation of water and sewer mains, water bodies and arterial roadways. The name of Arvida development was changed from Indian Trace to Weston. In 1984 the first homes in Weston were constructed in Windmill Ranches and Country Isles and Weston officially had its first residents. In 1991, Weston had over 5,000 residents and with the Development District reaching ten years running, residents were then elected to be part of the Development District's Board of Supervisors.

As Weston continued to develop, the Board of Supervisors initiated an Incorporation Feasibility Study in April 1994 to decide whether Weston should be incorporated as a city, annex into a neighboring city, or remain unincorporated in Broward County. After about a year, in November 1995 the Steering Committee along with the Board of Supervisors concluded that Weston and its residents would be best served by forming a new city and on September 3, 1996 residents voted in favor of incorporation.



Figure 2.1: Bonaventure area aerial circa 1983 vs. 2021. Source: City of Weston Historical Photos Archive.





## Weston Today

The City of Weston is 24.6 square miles in size with an estimated current population of 68,305. By 2035, the end of the planning period for this report, the population is expected to be 75,685.

### Population Projections <sup>2</sup>

2020	2025	2030	2035
67,438	70,909	73,645	75,685

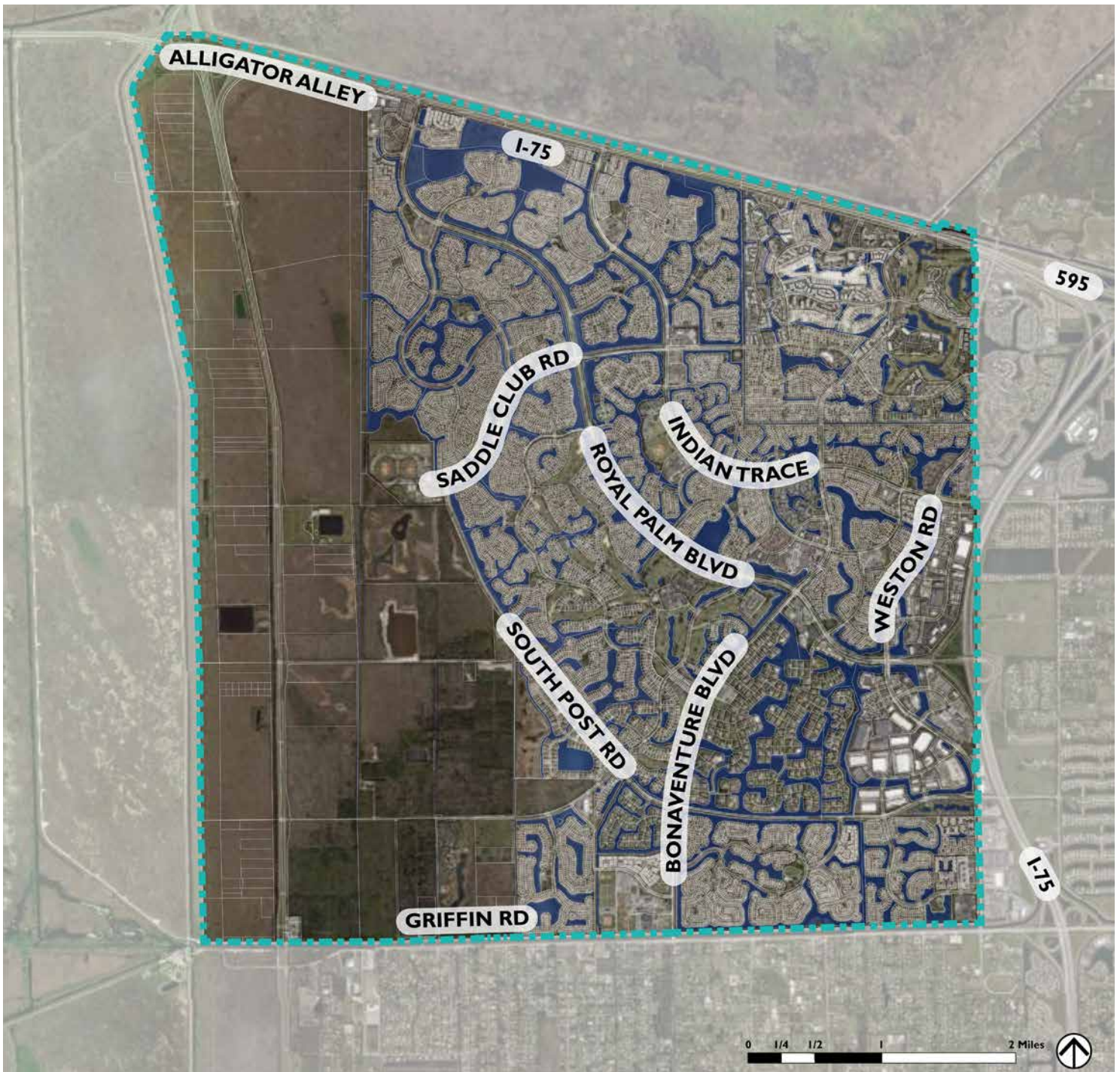


Figure 2.2: City of Weston Map.

Source 2: Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



## 2.1.2. Demographic Methodology

The Community Profile provides an understanding of the population and lifestyles within the City of Weston, Florida. This analysis is reflective of the total population and its key characteristics such as age segments, income levels, race and ethnicity. It is important to note that future projections are all based on historical patterns and unforeseen circumstances during or after the time of the projections could have a significant bearing on the validity of the final projections. Demographic data used for the analysis was obtained from U.S. Census Bureau and from the University of Florida’s Bureau of Economic and Business Research (BEBR). All data was acquired in July 2022 and reflects actual numbers as reported in the 2020 Censuses and estimates for 2025, 2030, 2035 and 2040 as obtained by Florida Housing Data Clearinghouse.

## 2.1.2. Demographic Study

The City of Weston has a uniquely spread assemblage of demographics throughout the area. The demographic data chart below collects an analysis of age, race, ethnicity and income in comparison to both the demographics of Florida and the U.S. The median age remains close to the State’s percentage at about 41%, where the 19-64 age group dominates in numbers similar to the other averages. Race and ethnicity come out to be quite different than Florida and the US, with the Hispanic/Latino percentage almost doubling them, comprising more than half the population at 51.70%. The median household income stands at \$113,032, almost double the State and national income with only 5.6% of people in poverty, considerably less than Florida and the US.

Characteristics	Weston		Florida		United States	
	Total	Percentage	Total	Percentage	Total	Percentage
Age						
Median Age	40.0		42.8		38.8	
Age 0-5	3,405	5%	1,141,523	5.3%	19,913,624	6.0%
Age 6-18	19,468	28.6%	4,243,022	19.7%	74,012,305	22.3%
Age 19-64	37,935	55.7%	11,652,159	54.1%	183,205,347	55.2%
Age 65+	7,287	10.7%	4,501,481	20.9%	54,762,467	16.5%
Race and Ethnicity (2020)						
Black/African American	2,656	3.9%	3,639,953	16.9%	44,473,761	13.4%
Asian	3,677	5.4%	646,145	3.0%	19,581,731	5.9%
Hispanic/Latino	35,211	51.7%	5,686,081	26.4%	61,400,342	18.5%
White/Non-Latino	25,199	37.0%	11,458,315	53.2%	253,234,927	76.3%
Foreign Born-Persons	31,533	46.3%	4,479,942	20.8%	44,805,655	13.5%
Language other than English Spoken at Home	42,975	63.1%	6,332,226	29.4%	71,357,155	21.5%
Income (2020)						
Median Household Income	\$113,032		\$57,703		\$64,994	
Per Capita	\$47,996		\$32,848		\$35,384	
Persons in Poverty		5.6%				11.4%

Table 2.1: Demographic Data City-State-Country. Source 1. Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/2022







### Age and Sex

Within a city’s population analysis, the breakdown of age groups is a critical factor. A city’s future success can be better examined by determining the dominating age groups versus the rest. This is especially important for a master plan as most requests and outcomes are popularly grouped by age categories. Analyzing what age group most influences the community can help better understand the needs for a city. Currently, the City has a predominately middle-aged population, with the average age of its residents being 41.2 years old.



Figure 2.3: Weston residents enjoying Moonlight Movie at Regional Park.

The breakdown of sex in the City of Weston is almost evenly split with the female percentage at 52.30% and males at 47.70%.

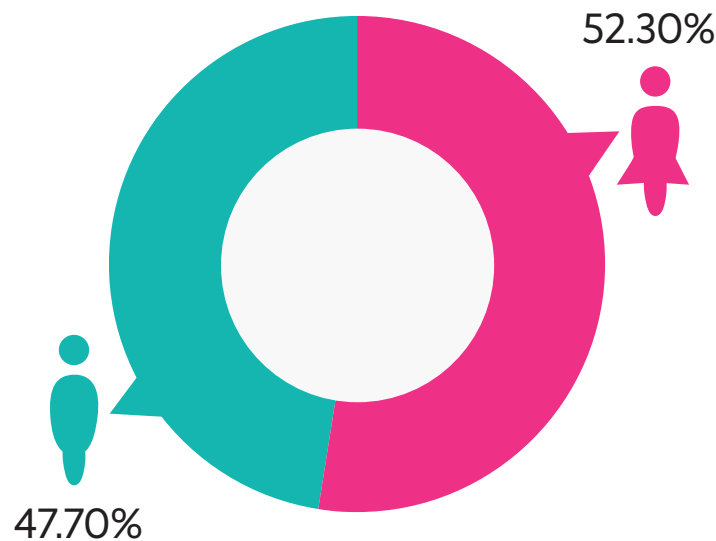


Figure 2.4: Sex Demographic. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022

Age characteristics are important as they can help determine what programs are in highest demand. The age breakdown from the BEBR 2020<sup>2</sup> population found among the eight age segments that the middle age group of 50-59 years represented the highest population percentage (17%) in the City, followed by age group of 10-19 years (15%).

The overall composition of the City’s populace is projected to become more evenly distributed during the planning period of 2020-2035; as the population slowly begins to age. While the 20-29 age group is expected to decrease approximately 18% and the 50-59 age group to decrease roughly 36%; the 70+ age group is projected to increase 116% over the next 15 years (Table 2.2). This is assumed to be a consequence of a vast amount of the baby boomer generation shifting into the senior age group <sup>12</sup>.

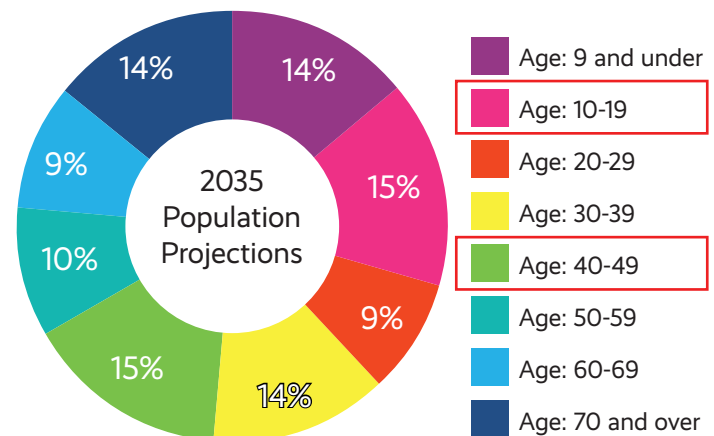
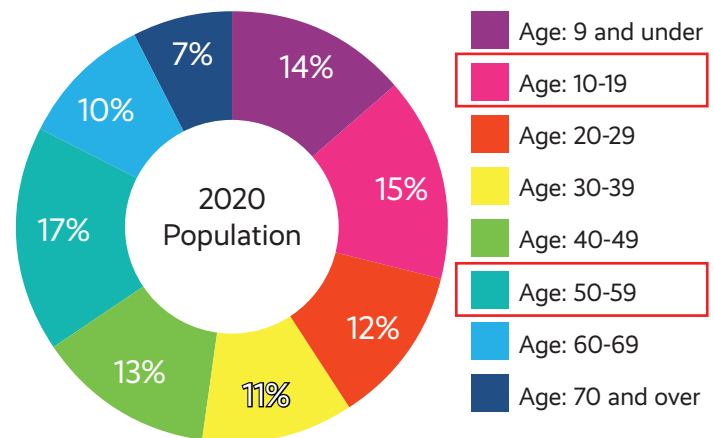


Figure 2.5: Population by Age Group. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Gae Projections, Permanent Residents Retrieved from <http://flhousingdatashimberg.ufl.edu/> Accessed 7/22/2022



Age Group	(census) 2010	(census) 2020	(projected) 2025	(projected) 2030	(projected) 2035	(projected) 2040	(projected) % Change
≤9	8960	9357	10091	10555	10673	10558	14.06%
10-19	12,946	10,301	10,819	11,068	11,637	12,045	12.97%
20-29	5,332	7,938	7,109	6,346	6,501	6,584	-18.10%
30-39	7,717	7,748	9,797	11,651	10,274	9,143	32.60%
40-49	13,897	8,946	9,031	9,297	11,469	13,327	28.20%
50-59	8,742	11,435	9,131	7,375	7,331	7,504	-35.89%
60-69	4,262	6,788	8,477	9,103	7,169	5,760	5.61%
70≥	3,477	4,925	6,454	8,250	10,631	12,479	115.86%
Total Population:	65,333	67,438	70,909	73,645	75,685	77,400	12.23%

Weston’s Parks and Recreation Department, currently offers a wide variety of programs primarily focusing on the younger age segments. Moving forward, the Parks and Recreation Department will need to consider expanding senior activities and active adults programs. This would be a good opportunity to look at introducing new programs for this age segment; especially as the senior population continues to grow over the next 15 years.

Table 2.2: Population by Age Category 2010-2040. Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022

Population Projections by Age (2010-2040)

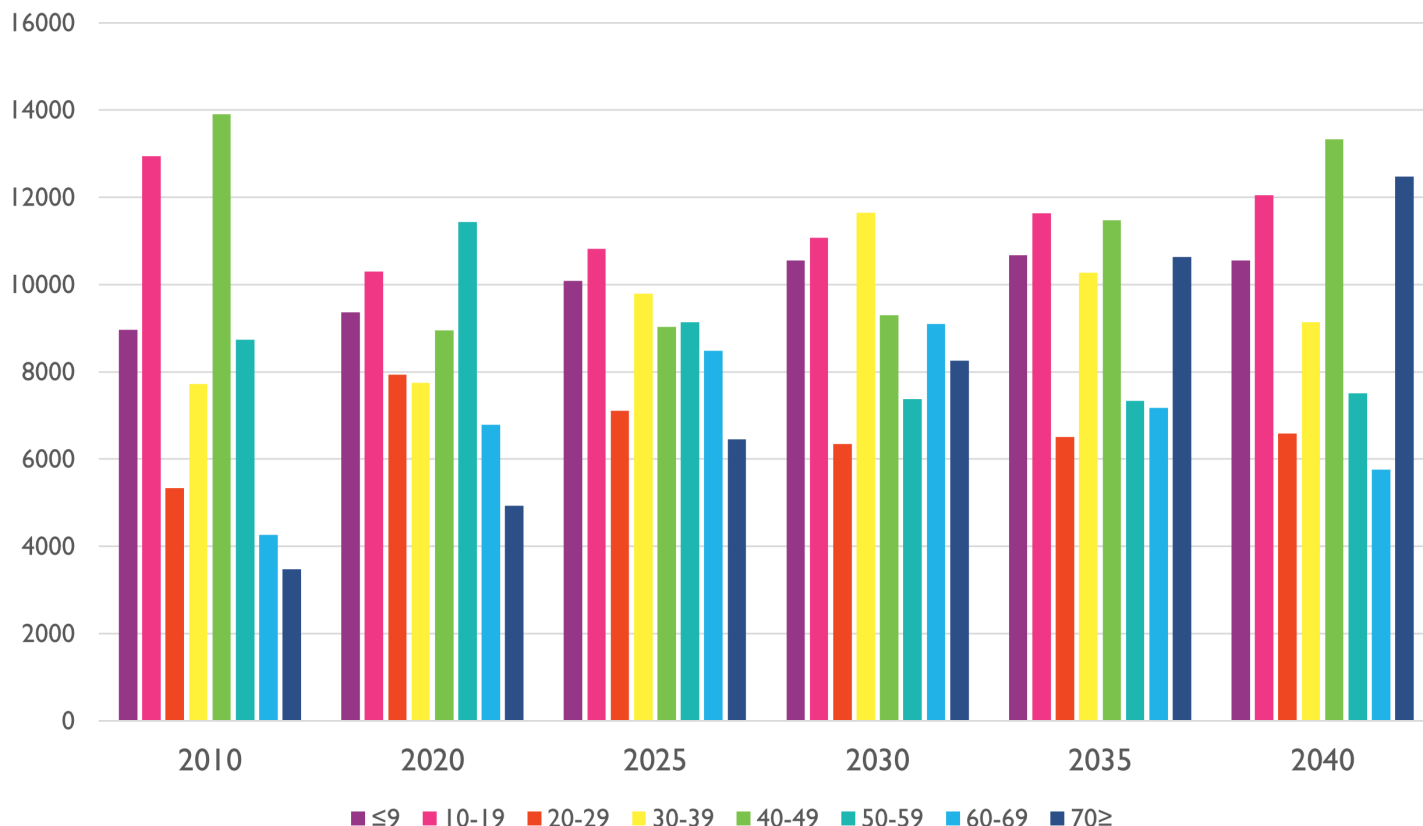


Figure 2.6: Population by Age (2010-2040). Source 2. Florida Housing Data Clearinghouse. 2010-2040 Population by Age Projections, Permanent Residents Retrieved from <http://flhousingdata.shimberg.ufl.edu/> Accessed 7/22/2022





## Race and Ethnicity

### Population by Race

The population of Weston is comprised of 41.3% White, 3.7% Black or African American, 7% Asian, 0.3% American Indian, 8.4% identify as some other race and 39.3% identify as two or more races. In comparison to Florida and the United States, Weston has lower percentages of White and African American population, but has slightly higher percentages of Asian, some other race and a elevated difference in two or more races.



Figure 2.7: Family enjoying Weston Nights at Regional Park.

### Population by Race

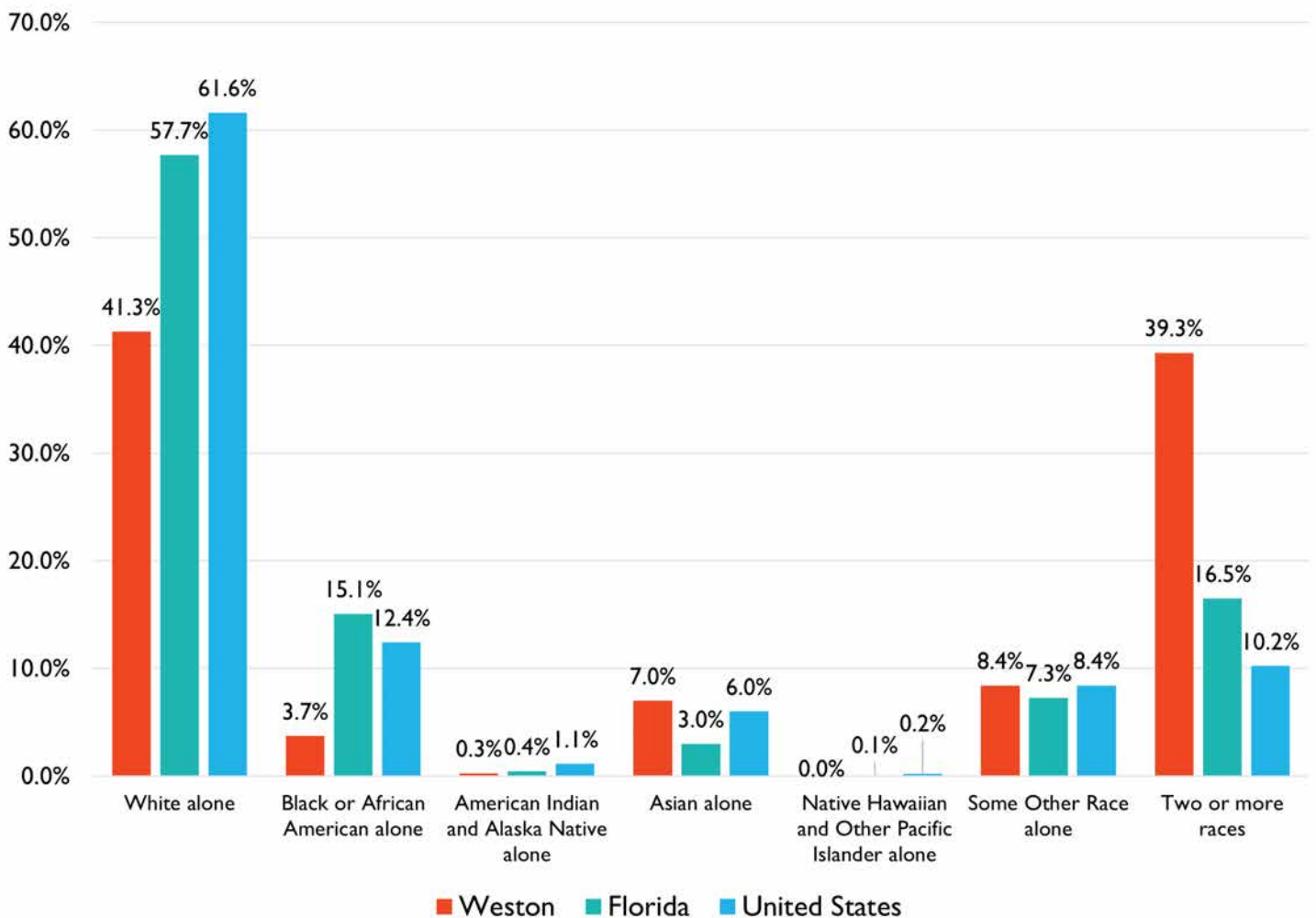


Figure 2.8: Population by Race. Source 1. Census Bureau. (2020). Retrieved from <https://data.census.gov/> Accessed 7/22/2022



Population by Race

The City of Weston is very well known for its highly diverse population, where non-Hispanic white stands at only 30.5% of the City’s population and Hispanic/Latino at 54.1%, higher than half of its population. Diversity within a city creates opportunity for community growth, education and engagement between one another and allows the City to flourish economically as well. The figure below displays the Hispanic/Latino population was segmented by Country of origin.

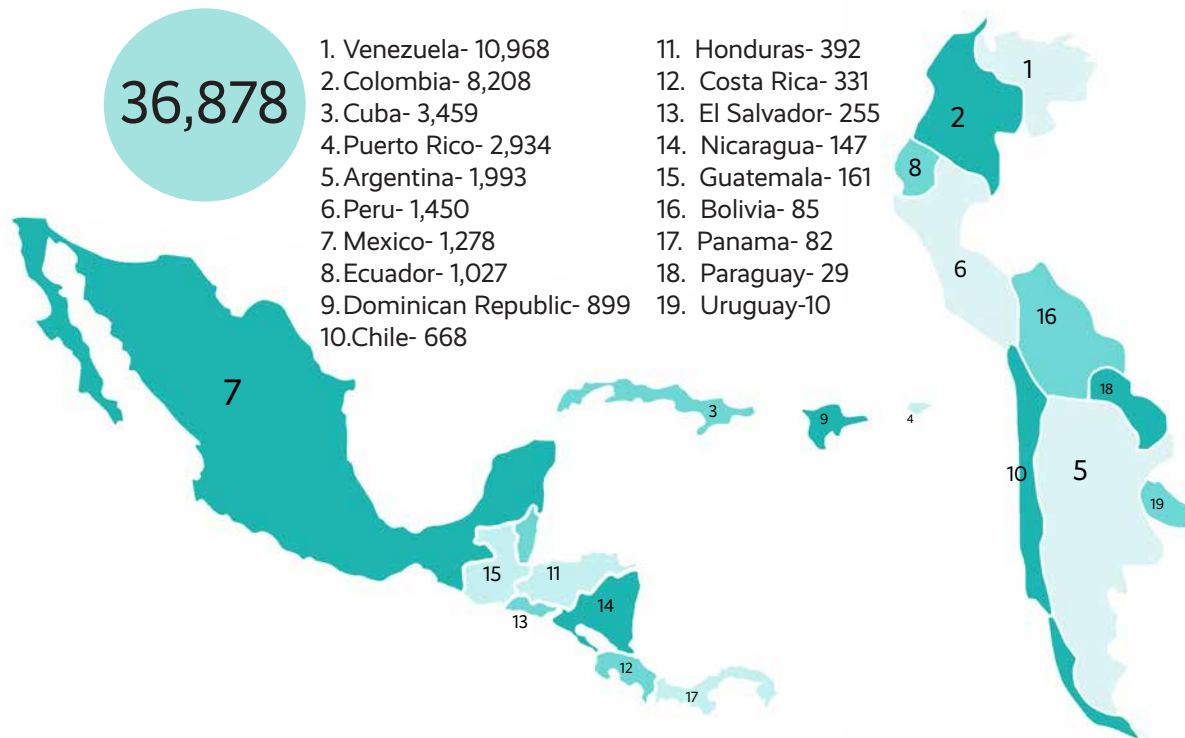


Figure 2.9: Weston’s Hispanic/ Latino Origin. Source 2: 2015-2019 American Community Survey 5-Year Estimates. Retrieved from <https://www.westonfl.org/about/demographics> Accessed 7/22/2022



Figure 2.10: 2022 Weston World Fest hosted by the Arts Council of Greater Weston and Parks and Recreation Department.





### Households and Income

The City of Weston's median household income is \$113,032, which is higher than both the state of Florida's median income and that of the national median income. Per capita income in Weston is higher than both State and national per capita. Both the percentages of families & persons below poverty level are at a lower level than the state of Florida and National averages.

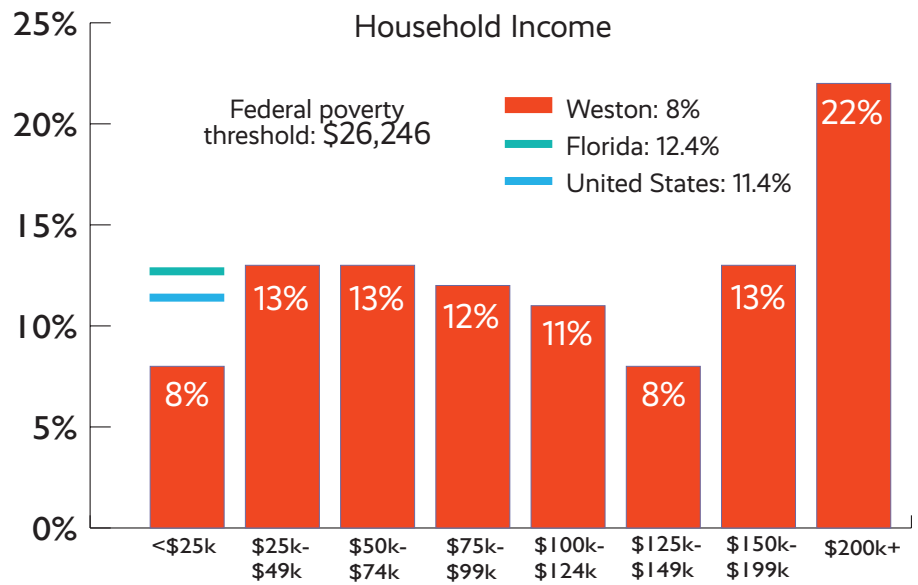


Figure 2.12: Household Income. Source 1: Data USA. (2019). Weston, FL Data USA Retrieved from <https://datausa.io/profile/geo/weston-fl/> Accessed 7/22/2022

### Education

Education rates can depict the likelihood of success for various continuing educational programs. It can also help identify a City's need in further development related to educational facilities and activities. According to the U.S. Census<sup>2</sup> 2016-2020 American Community Survey 98% of persons age 25 and older are high school graduates or equivalent in Weston. This percentage is slightly higher in comparison to Florida's percentage. The population over the age of 25 that have received a bachelor's degree, sit at 64%, doubling both the state and nations number at 31% and 33%.

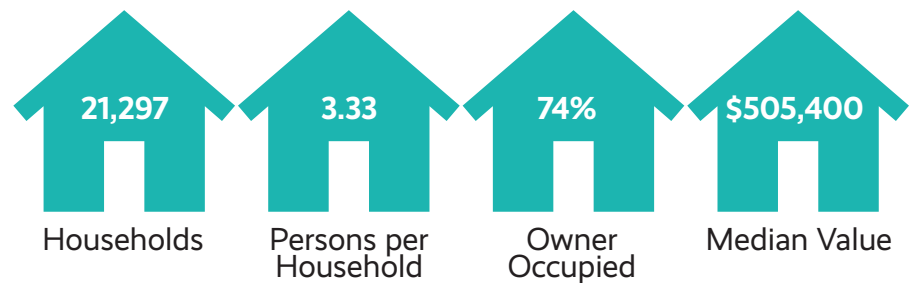


Figure 2.13: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



Figure 2.11: Weston waterfront residential homes aerial.

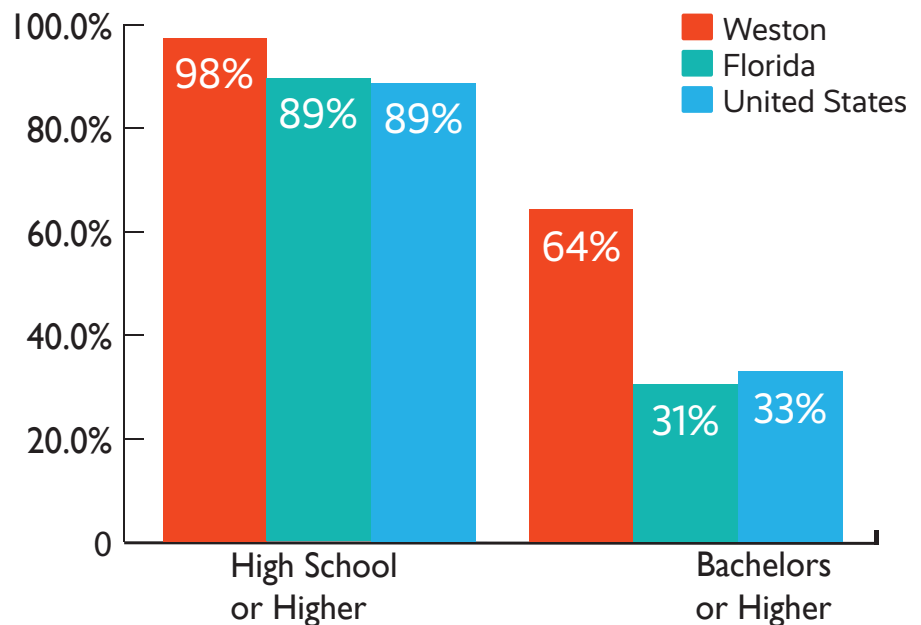


Figure 2.14: Weston Households Demographics. Source 2: Census Bureau. (2020). 2016-2020 American Community Survey 5-Year Estimates. Retrieved from <https://data.census.gov/> Accessed 7/22/22



## 2.2. Recreation Trends

### 2.2.1. Introduction

The following sections summarize regional and national trends that are relevant to Weston. This chapter also details the trends and interests that were identified during the public engagement process.

The information contained in this chapter can be used by staff when planning new programs, considering additions to parks and new park amenities and creating the annual budget and capital improvement plan. Understanding trends can also help the cities reach new audiences and determine where to direct additional data collection efforts.

A wide variety of sources were used in gathering information for this chapter, including:

- American College of Sports Medicine (ACSM)
- American Council on Exercise (ACE)
- Forbes
- Harris Poll Results/The Stagwell Group
- Impacts Experience
- National Recreation and Park Association (NRPA)
- The Aspen Institute
- The Learning Resource Network (LERN)
- The New York Times
- The Outdoor Industry Association
- The Society of Health and Physical Educators (SHAPE America)
- USA Pickleball website

### Estimated Local Participation

This section showcases the participation in fitness activities, outdoor recreation and sports teams for adults 25 and older in the area compared to Florida. Activity participation and consumer behavior are based on a specific methodology and survey data to makeup what Esri (Environmental Systems Research Institute, Inc.) terms “Market Potential Index.”

Source for Figures 2.15 - 2.18: Esri Market Potential Index (2022)

Regarding fitness activities, walking for exercise was the most popular, with 36.8% of adult participation. Swimming followed next, with 19.4% of adult participation. Weightlifting (16.6%) and Jogging or Running (15.3%) followed closely behind. See Figure 2.15

According to Figure 2.16 the most popular sport in the City among adults in 2022 was golf with 10.6% adult participation. The other two most popular sports were basketball (7.7%) and tennis (5.6%).

The most popular outdoor recreation activities in 2022 was hiking (20.5%) and road bicycling (14.4%). Freshwater fishing (9.6%) Canoeing or Kayaking (8.3%) follow behind. See Figure 2.17

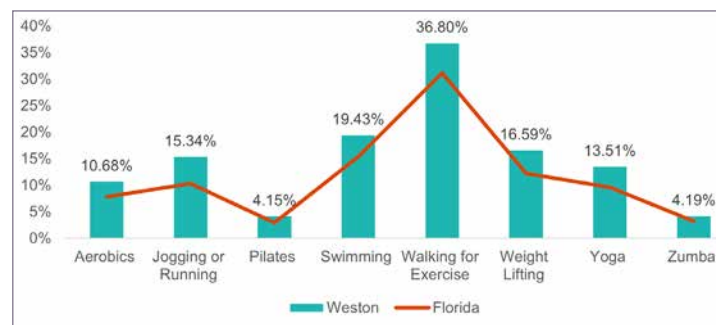


Figure 2.15: Adult Participation in Fitness Activities

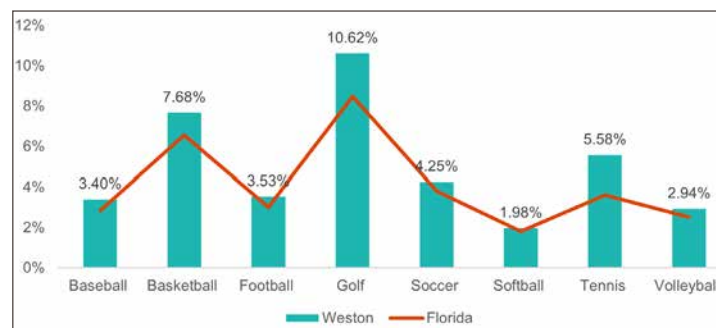


Figure 2.16: Adult Participation in Sports



Figure 2.17: Adult Participation in Outdoor Recreation Activities





The most popular leisure activities among City adults shown on Figure 2.18 included attending a live theater show (13.8%), visiting a zoo (13.7%) and attending an adult education course (11.7%).



Figure 2.18: Adult Participation in Leisure Activities

### Recreation Expenditures

It was estimated that in 2022, the average expenditure on membership fees for social, recreation and/or health clubs was an estimated \$468.52 per household, totaling over \$10.2 million in the City according to Esri Business Analyst. Expenses for sports, recreation and exercise equipment totaled over \$6.9 million with an average of \$315.71 per City resident. Additional information regarding amounts spent on fees for participant sports, recreational lessons, tickets to parks or museums and bicycles are detailed in Table 2.3. The total amount spent by City residents is included in Table 2.4. Weston households generally spend more on membership fees and other recreational expenditures than the average household in the State of Florida.

	City of Weston (per household)	State of Florida (per household)
Membership Fees- Social/Recreation/Health Clubs	\$468.52	\$253.91
Fees for Participant Sports Excluding Trips	\$226.87	\$124.51
Tickets to Parks or Museums	\$62.01	\$35.55
Fees for Recreational Lessons	\$293.50	\$134.73
Sports/Rec/Exercise Equipment	\$315.71	\$187.29
Bicycles	\$53.99	\$31.52
Admission to Sports Events Excluding Trips	\$128.19	\$64.13
Camping Equipment	\$41.75	\$22.44
Hunting & Fishing Equipment	\$67.01	\$49.98
Other Sports Equipment	\$13.83	\$8.51
Water Sports Equipment	\$13.42	\$7.56

Table 2.3: Estimated Average Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)

	City of Weston	State of Florida
Membership Fees- Social/Recreation/Health Clubs	\$10,252,701	\$2,224,459,344
Fees for Participant Sports Excluding Trips	\$4,964,680	\$1,090,786,688
Tickets to Parks or Museums	\$1,356,906	\$311,463,938
Fees for Recreational Lessons	\$6,422,655	\$1,180,389,658
Sports/Rec/Exercise Equipment	\$6,908,678	\$1,640,817,800
Bicycles	\$1,181,554	\$276,123,429
Admission to Sports Events Excluding Trips	\$2,805,082	\$561,864,711
Camping Equipment	\$913,513	\$196,593,659
Hunting & Fishing Equipment	\$1,466,485	\$437,837,148
Other Sports Equipment	\$302,601	\$74,522,563
Water Sports Equipment	\$293,582	\$66,253,933

Table 2.4: Estimated Total Recreational Expenditures, City of Weston, 2022. Source: Esri Business Analyst (2022)



### 2.2.2. Operational Trends

Municipal parks and recreation structures and delivery systems have changed and more alternative methods of delivering services are emerging. Certain services are being contracted out and cooperative agreements with non-profit groups and other public institutions are being developed. Newer partners include health systems, social services, justice system, educational entities, the corporate sector and community service agencies. These partnerships reflect both a broader interpretation of the mandate of parks and recreation agencies and the increased willingness of other sectors to work together to address community issues. The relationship with health agencies is vital in promoting wellness. The traditional relationship with education and the sharing of facilities through joint-use agreements is evolving into cooperative planning and programming aimed at addressing youth inactivity levels and community needs.

In addition, the role of parks and recreation management has shifted beyond traditional facility oversight and activity programming. The ability to evaluate and interpret data is a critical component of strategic decision making. In an article titled “The Digital Transformation of Parks and Rec” in the Parks and Recreation Magazine from February 2019, there are several components that allow agencies to keep up with administrative trends and become an agent of change:

1. Develop a digital transformation strategy – how will your agency innovate and adapt to technology?
2. Anticipate needs of the community through data – what information from your facilities, programs and services can be collected and utilized for decision making?
3. Continuous education - How can you educate yourself and your team to have more knowledge and skills as technology evolves?

Source: <https://www.nrpa.org/parks-recreation-magazine/2019/february/the-digital-transformation-of-parks-and-rec/>

4. Focus on efficiency – in what ways can your operations be streamlined?
5. Embrace change as a leader – how can you help your staff to see the value in new systems and processes?
6. Reach out digitally – be sure that the public knows how to find you and ways that they can be involved.

### ADA Compliance

On July 26, 1990, the federal government officially recognized the needs of people with disabilities through the Americans with Disabilities Act (ADA). This civil right law expanded rights for activities and services offered by both state and local governmental entities (Title II) and non-profit/for-profit entities (Title III). According to an article in Recreation Magazine titled “Changes Are Coming to ADA - New Regulation Standards Expected for Campgrounds, Parks & Beaches,” Parks and Recreation agencies are expected to comply by the legal mandate; which means eliminating physical barriers to provide access to facilities and providing reasonable accommodations in regard to recreational programs through inclusive policies and procedures (2012).

It is a requirement that agencies develop an ADA Transition Plan which details how physical and structural barriers will be removed to facilitate access to programs and services. The Transition Plan also acts as a planning tool for budgeting and accountability.

### Agency Accreditation

Parks and recreation agencies are affirming their competencies and value through accreditation. This is achieved by an agency’s commitment to 150 standards. Accreditation is a distinguished mark of excellence that affords external recognition of an organization’s commitment to quality and improvement.

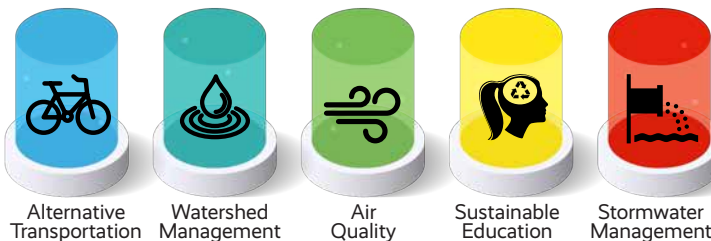


The National Recreation and Parks Association administratively sponsors two distinct accreditation programs: The Council on Accreditation of Parks, Recreation, Tourism and Related Professions (COAPRT) approves academic institutions and the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) approves Recreation Department agencies. It is the only national accreditation of parks and recreation agencies and is a valuable measure of an agency’s overall quality of operation, management and service to the community. Weston’s Parks and Recreation Department is thoroughly evaluated during the PRMP planning phase. This evaluation includes recommendations on becoming CAPRA accredited, which would be an encouraged achievement for the department.



### Conservation

One of the key pillars of parks and recreation is the role that it plays in conservation. Managing and protecting open space, providing opportunities for people to connect with nature and educating communities about conservation are all incredibly important. One of the key components of conservation is addressing climate change. Local parks and recreation can help by building climate resilient communities through water management, green infrastructure and sustainability. A report by NRPA in 2017 titled “Park and Recreation Sustainability Practices” surveyed over 400 park and recreation agencies and found the top five ways that local departments are acting on conservation and climate change include:



- **Alternative Transportation** – reduce carbon footprint through offering transportation alternatives
- **Watershed Management** – adopt protective measures for watershed management
- **Air Quality** – plant and manage tree canopy that improves air quality
- **Sustainable Education** – educate the public about sustainability practices
- **Stormwater Management** – proactively reduce stormwater through green infrastructure

### Diversity, Equity and Inclusion

There is growing recognition that access to parks and recreational spaces is not equitable. According to the Urban Institute, in many cities across the United States, there are fewer quality parks in proximity to low-income residents and communities of color. As a result, many large cities have started to establish data-driven criteria to guide investment in public recreation to improve equity. The City Parks Alliance identified five common elements that are critical to developing, implementing and evaluating a data-driven equitable investment strategy.

- Leverage leadership from one or more sectors. Strong leadership is critical for making the case for creating and implementing an equitable approach. In addition to various governmental bodies, involving local foundations and those from the non-profit sector can help to bring the need for equity into focus.
- Define equity goals and collect data to support the goals. Data collection and analysis must be reliable, consistent and transparent and guided by agreed-upon equity goals. The data collected in each city may vary but often includes statistics on poverty, crime, health, youth population, park access, unemployment, past capital and maintenance investment and access to parks.



- Educate and engage the community on equity data. Educating all levels of government, residents, non-profits, foundations and the private sector on data findings is important for building awareness and buy-in, as well as a commitment to implementation. Extensive outreach and engagement are critical to help ensure the data aligns with reality and that the process builds ownership of the results.
- Establish and sustain equitable funding practices. A variety of strategies can be implemented to help ensure that equity becomes a reality, including new ordinances, voter-approved measures, strategic plans and internal reorganization.
- Institute consistent tracking and evaluation procedures. Tracking new funding initiatives with an oversight committee that is required to produce an audit, reports, or study results helps to ensure consistent implementation over time.

As the recreation field continues to function within a more diverse society, race and ethnicity will become increasingly important in every aspect of the profession. More than ever, recreation professionals will be expected to work with and have significant knowledge and understanding of, individuals from many cultural, racial and ethnic backgrounds. According to the 2022 Outdoor Participation Report, participation rates among diverse groups is evolving quickly, but still does not reflect the diverse populations throughout the country. Black Americans represent approximately 12.4% of the population, but only 7.9% of outdoor participants. Hispanics, who make up almost 18% of the population only make up 10.8% of outdoor participants. These two groups are those that are particularly underrepresented, although rising overtime on a national level.

To help ensure that parks and outdoor spaces are more inclusive, a number of recommendations are listed below for consideration that agencies can

incorporate into their policies and programs. These items were originally published in an article titled “Five Ways to Make the Outdoors More Inclusive” in The Atlantic magazine in 2020 as a way for national parks to become more inclusive and welcoming. However, these ideas can be applied in local parks and outdoor spaces as well.

- Teach the full history of the American Outdoors
- Seek property grants and donations for memorials
- Lobby governments to create storytelling-driven memorials
- Hire historians to write true history of outdoor spaces
- Make all visitors feel welcome and secure
- Update park uniforms with modern, welcoming look
- Be flexible and accommodating with park visitation rules
- Create underlying policies on diversity and fairness
- Increase number of paid internships and fellowships
- Diversity advocates to unite and form coalitions for action
- Increase economic accessibility to create more access points for all
- Offer free admission for first-time users
- Subsidize or provide free transportation for low-income families
- Make open spaces more representative, culturally relevant and cool
- Utilize special events as celebrate unique cultural differences in festivals
- Ensure images in marketing campaigns are diverse and representative
- Celebrate diverse organizations

### Homelessness

Around the country, parks and recreation agencies are faced with a growing concern of homeless populations in their area. Many municipalities may assume that they have the unique challenge of managing homelessness, but in fact thousands of cities and districts are currently developing initiatives and pilot programs to determine the best way of addressing the issue.





Often, homeless populations may use park benches, shady trees, campgrounds, amphitheaters and recreation facilities to sustain their livelihood. A survey administered by GP RED, a non-profit dedicated to the research, education and development of parks and recreation agencies, asked 150 agencies questions specifically about how they were managing homelessness in their communities. As seen in Figure

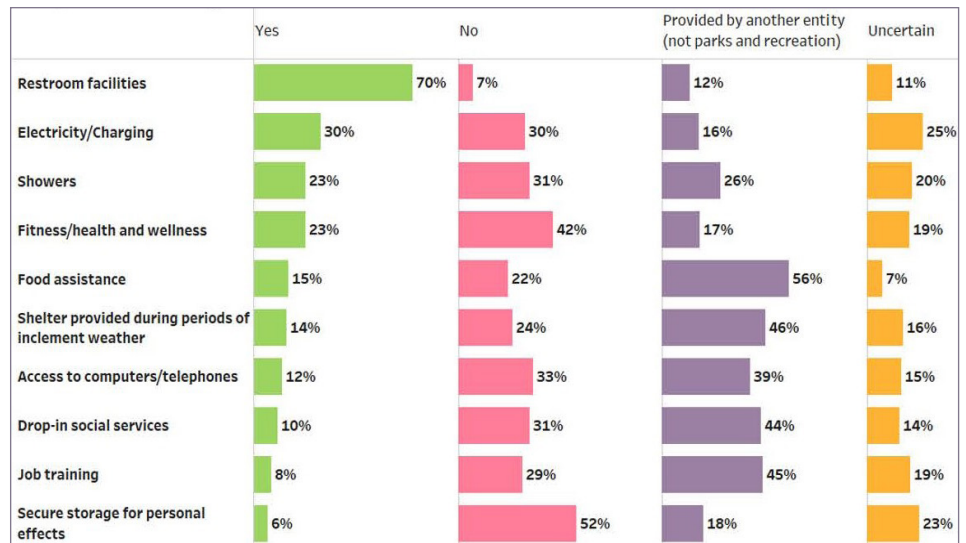


Figure 2.19: Services Offered to the Homeless Population by Parks and Recreation Agencies (Source: GP RED Homelessness Redline Survey 2018)

2.19, many agencies offer services far beyond traditional “parks and recreation” to address this issue. Restroom facilities are the number one facility offered by agencies for the homeless, but electricity/charging stations, showers, fitness/health and wellness and food assistance were in the top five.

with a needs assessment that details how the community prefers to receive information. Then, a marketing plan should be developed that is catered to the agency’s resources, including staff, time and budget. This should guide the agency for one to three years.

This has consequences for park and facility managers – in addition to impacts on the perception of park visitors. Concerns over drug and alcohol use by homeless populations, in addition to managing hepatitis outbreaks, are serious issues. Often, seasonal, or part-time parks and recreation employees may be the first line of enforcement. A lack of training, policies and communication continue to exasperate the issue. Proactive management is a preferred way of managing the issue, but most often, parks and recreation agencies do not work with the root of an individual reasons for being homeless. Rather, agencies are left to deal with homelessness on a case-by-case basis.

Technology has made it easier to reach a wide-reaching, location-dependent audience who can be segmented by demographics. It has also caused a gap in the way parks and recreation agencies are able to communicate. Agencies around the country have previously not dedicated substantial funding to marketing, however it is becoming a critical piece to receiving participants. Without dedicated staff and support, it is difficult to keep up with social media trends which seem to change daily. Furthermore, with an overarching desire to standardize a municipalities’ brand, there may be limitations to the access and control that a parks and recreation agency has over their marketing. It is essential that professionals become advocates for additional resources, training and education. Having a strong presence on social networks, through email marketing and through traditional marketing will help enhance the perception from the community.

### Marketing & Social Media

In today’s modern world, there is ample opportunity to promote and market parks and recreation services. The process of assessing marketing efforts begins



### Partnerships (Public, Private and Intradepartmental)

Burgeoning populations require access to facilities outside of the current inventory in typical parks and recreation agencies and the ability to partner with other departments within a municipality is crucial to meeting the programming needs of a community. Forming healthy partnerships with public libraries and school districts to utilize facilities and collaborate on programs is one of the top priorities for agencies that do not currently have agreements in place. Additionally, offering cooperative, consortium-based programs with existing non-profit and private entities allows several organizations to join partnerships to collectively offer programs in specific niche areas. For example, if one organization has the best computer labs, facilities and instructors, then they offer that program for the consortium. If another organization has the largest aquatic center with trained staff, then they offer aquatics programs for the consortium, potentially eliminating duplication in programming. The COVID-19 pandemic has reinforced the need for partnerships due to budget and staff cuts.

### Signage and Wayfinding

To increase perception and advocacy, a parks and recreation agency needs to prioritize opportunities that impact the way the community experiences the system. This often starts with signage, wayfinding and park identity. The importance of park identity to encourage awareness of locations and amenities cannot be understated. A park system impacts the widest range of users in a community, reaching users and non-users, across all demographics, psychographic, behavioral and geographic markets. In a narrower focus, the park system is the core service an agency can use to provide value to its community (ex. partnerships between departments or commercial/residential development, high-quality

and safe experiences for users, inviting community landscaping contributing to the overall look or image of the community). Signage, wayfinding and park identity can be the first step in continued engagement with the community and a higher perception or awareness of a park system, which can lead to an increase in health outcomes.



Figure 2.20: City of Weston updated park building signage.

### 2.2.3. Facility & Design Related Trends

#### Community Gardens

Communities around the country are building community gardens for a number of far-reaching environmental and social impacts. According to Greenleaf Communities, which supports scientific research in environmental and human health, community gardens offer benefits including:

**Environmental:**

- Reducing waste through composting
- Improving water infiltration
- Increasing biodiversity of animals and plants
- Improve air and soil quality

**Social:**

- Increase intake of vegetables and fruits
- Promotes relaxation and improves mental health
- Increases physical activity
- Reduces risk of obesity and obesity-related diseases

Many studies show that community gardens can improve the well-being of the entire community by bringing residents together and creating social



ties. This activity can reduce crime, particularly if gardens are utilized in vacant lots. In fact, vacant land has the opposite effect of community gardens, including increased litter, chemical and tire dumping, drug use and decreased property values. By creating community gardens, neighborhoods can teach useful skills in gardening, food production, selling and business. The NRPA published an in-depth guide to building a community garden in parks through the Grow Your Park Initiative, which can be found on their website.



Figure 2.21: Butterfly Garden in Markham Park.

## Dog Parks

A dog park is a great way to give people an opportunity to get some fresh air, enjoy time with their dog and bring communities together. With 90 million dogs residing in the United States, NRPA reports that dog parks continue to be the fastest growing type of park—especially in urban areas. Not everyone wants to live next door to a dog park, but dog parks are desired in nearly every community.

Dog parks continue to see high popularity and have remained among the top planned addition to parks and recreational facilities over the past three years. According to an article from Recreation Management Magazine titled “Four-Legged-Friendly Parks,” dog parks help build a sense of community and can draw

potential new community members and tourists traveling with pets (2016).

Recreation Magazine suggests that dog parks can represent a relatively low-cost way to provide an oft-visited and popular community amenity. Dog parks can be as simple as a gated area, or more elaborate with “designed-for-dogs” amenities like water fountains, agility equipment and pet wash stations, to name a few. Even “spray grounds” are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

The best dog parks cater to people with design features for their comfort and pleasure, but also with creative programming. Amenities in an ideal dog park might include the following:

- Benches, shade and water – for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splashpads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables and dog wash stations.



Figure 2.22: Barkham Dog Park at Markham Park.





## Golf Courses – Alternative Uses

Agencies may decide to repurpose traditional golf courses into more creative spaces for new opportunities. While modifications may require additional equipment or expenses, some changes offer new programs with minimal costs. Below are some of the primary ways that golf courses are utilizing and reactivating their spaces to draw more attention, participants and revenue.

- **Disc Golf:** According to the Professional Disc Golf Association (PDGA), disc golf has increased in participation significantly since its initial start in 1975. Approximately 92% of players are male and 8% female. In 2018, PDGA had 46,457 active members; 2,496 were under 18. In 2010, the number of disc golf courses worldwide was 3,276. In 2018, that number increased more than 150% to 8,364. Most of the play takes place in the United States.<sup>1</sup>
- **Footgolf:** A true mix of soccer and golf, footgolf is a sport played on a golf course where the players goal is to kick a soccer ball into a cup in as few shots as possible. The sport was invented in 2009 and most formal league play is managed through American FootGolf League. Footgolf is an international sport and it is estimated to be played in over 20 countries.<sup>2</sup> According to the World Golf Foundation study on Alternative Golf Experiences (2015), Footgolf is estimated to be in 445 facilities in worldwide. Approximately 87% of participants are very likely to continue playing and 81% are satisfied with Footgolf.<sup>3</sup>
- **5k Runs/Walks:** Perhaps one of the most well-known recreational activities is the road race. The most popular race distance is the 5k. There were approximately 8.84 million registrants for 5ks in the United States in 2017, claiming 49% of all registrants (compared to the half-marathon at number two with 11% of all registrants). Women make up about

59% of participants with 41% being male.<sup>4</sup>

- **Fat Biking:** One of the newest trends in adventure cycling is “fat bike,” multiple speed bikes that are made to ride where other bikes can’t be ridden, with tires that are up to 5 inches wide run at low-pressure for extra traction. Most fat bikes are used to ride on snow, but they are also very effective for riding on any loose surface like sand or mud. They also work well on most rough terrain or just riding through the woods. This bike offers unique opportunities to experience nature in ways that wouldn’t be possible otherwise.<sup>5</sup>
- **Special Events and Weddings:** Golf courses can provide an ideal venue for special events. With an often picturesque viewshed and well-maintained landscaping, golf courses are becoming more popular for alternative events such as banquets, conferences and weddings.

## Inclusive Playgrounds

Well-designed inclusive parks and inclusive playgrounds welcome children of all abilities to play, learn and grow together. An inclusive playground takes away the barriers to exclusion, both physical and social, providing a “sensory rich” experience for all. Accommodating physical disabilities is one component of an inclusive playground—this refers to providing wheelchair-accessible routes and ramp transfers points. Customized equipment, such as special swings, allow all kids to enjoy the playground as it is meant to be enjoyed.

An inclusive playground also provides several different opportunities for children to explore. They can integrate all the senses and the amenities encourage social play. A true inclusive playground does not mean that there is a special piece of equipment in a separate area off to the side, but rather that the space

Source 1: “2018 Disc Golf Demographics,” Professional Disc Golf Association. Accessed October 2019.

Source 2: Linton Weeks, “FootGolf: A New Sport Explored in 19 Questions,” NPR: <https://www.npr.org/sections/theprotojournalist/2014/03/13/288546935/footgolf-a-new-sport-explored-in-19-questions>, March 13, 2014

Source 3: “Alternative Golf Experiences,” World Golf Foundation: [http://ngcoa.org/ewebeditpro5/upload/AGEReport\\_12.15.pdf](http://ngcoa.org/ewebeditpro5/upload/AGEReport_12.15.pdf), December 2015.

Source 4: “U.S. Road Race Participation Numbers Hold Steady for 2017,” Running USA, [https://runningusa.org/RUSA/News/2018/U.S.\\_Road\\_Race\\_Participation\\_Numbers\\_Hold\\_Steady\\_for\\_2017.aspx](https://runningusa.org/RUSA/News/2018/U.S._Road_Race_Participation_Numbers_Hold_Steady_for_2017.aspx), Accessed October 2019.

Source 5: Steven Pease, “Fat Bikes, How to Get the Most Out of Winter Cycling,” Minnesota Cycling Examiner, <http://www.examiner.com/article/fat-bikes-the-latest-trend-adventure-cycling>, February 1, 2014.





is designed as a cohesive community where play opportunities are integrated throughout. These types of park facilities stress the importance of inclusion in daily activities, regardless of ability level. More and more parks and recreation agencies across the country are installing inclusive playgrounds to better meet the needs of all constituents.



Figure 2.23: Barrier Free Park in Boynton Beach.

### Sustainability

Sustainability and eco-friendliness have become a priority in park design. Parks provide ideal opportunities for green infrastructure, as sites are often already highly visible, multifunctional public spaces that typically include green elements. The use of green infrastructure has increased over the last decade as knowledge of its benefits has grown. High-performance landscapes with green infrastructure provide several benefits to communities, including:

- Green jobs
- Opportunities for recreation, education and relaxation
- Economic growth
- Improved water and water quality
- Community resilience
- Lower urban heat island effects
- Managed flood risks
- New and improved wildlife habitat

The implementation of green storm water infrastructure duplicates a natural process to prevent, capture and/or filter storm water runoff. A survey by the Trust for Public Land found that more than 5,000 acres of parkland in 48 major cities have been modified in some way to control storm water. With community parks containing thousands of acres across the country, there is a multitude of opportunities for integrating green infrastructure into park systems nationwide.

Common green storm water infrastructure projects include bio-retention, bioswales, constructed wetlands, impervious surfaces, green roofs, permeable pavements, rainwater harvesting, stream restoration, urban tree canopy, land conservation, vegetation management and vegetated buffers.

### Riparian and Watershed Best Practices

The ability to detect trends and monitor attributes in watershed and/or riparian areas allows agencies opportunities to evaluate the effectiveness of their management plan. By monitoring their own trends, agencies can also identify changes in resource conditions that are the result of pressures beyond their control. Trend detection requires a commitment to long-term monitoring of riparian areas and vegetation attributes.

The United States Environmental Protection Agency (EPA) suggests the following steps to building an effective watershed management plan. See [water.epa.gov](http://water.epa.gov)<sup>6</sup> for more information from the EPA.

- Build partnerships
- Characterize the watershed
- Set goals and identify solutions
- Design and implementation program
- Implement the watershed plan
- Measure progress and adjust

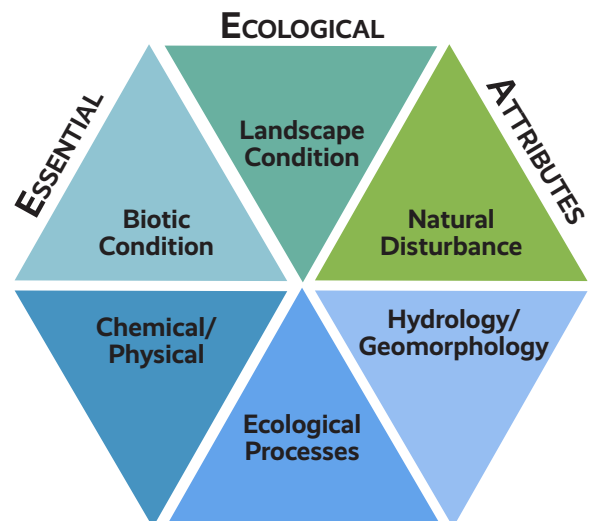


Figure 2.24: Healthy Watersheds Initiative Holistic Framework.

Source 6: Implement the Watershed Plan – Implement Management Strategies,” U.S. Environmental Protection Agency, <http://water.epa.gov/type/watersheds/datait/watershedcentral/plan2.cfm>



## 2.2.4. Outdoor & Adventure Recreation Trends

### Adventure Programming

It is common for adventure excursions to be hosted by private outfitters; however, more municipalities have started to offer exciting experiences such as zip lining, challenge/obstacle courses and other risk-taking elements on a local level. These agencies may form partnerships with specialized companies to provide adventure packages. Private companies may hire and train their own staff, maintain equipment and develop marketing campaigns. A lease agreement may grant the municipality a certain percentage of gross revenues.

### Motorized Vehicles

The increase in popularity of off-highway vehicles (OHVs) has provided trail managers the challenge of designing, planning and maintaining sustainable future recreational opportunities. An OHV is a motor vehicle “designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain.” An OHV can refer to all-terrain vehicles (ATVs), off-highway motorcycles, off-road vehicles and four-wheel-drive vehicles and similar motorized vehicles.

According to data from the United States Forest Service, from 1972 to 2004, OHV users increased ten-fold from five million to 51 million users. This prompted former Forest Service Chief Dale Bosworth to proclaim that unmanaged recreation is one of the Four Threats to the U.S. forests and grasslands.

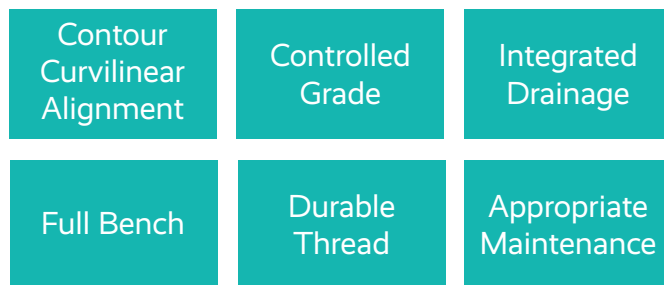
“We believe that off-highway vehicles are a legitimate use of the National Forest System. But it’s a use that should be managed carefully. That’s what our new rule for OHV use on national forest system lands is all about: providing access that can be used and enjoyed into the future. And if we want to sustain that use, then we’ve got to work together.”<sup>7</sup>

Source 7: “Four Threats,” United States Forest Service. October 2006. <https://www.fs.fed.us/projects/four-threats/>. Accessed 2020.

To help ensure long-term viability of the trails, a detailed framework was developed to provide guidance for sustainable management of OHV trails. These guidelines, outlined in the United States Department of Agriculture’s report titled, “Designing Sustainable Off-Highway Vehicle Trails” was developed and tested in Alaska. A sustainable trail can be defined as:

“A trail that has been designed and constructed to such a standard that it does not adversely impact natural and cultural resources, can withstand the impacts of the intended user and the natural elements while receiving only routine cyclic maintenance and meets the needs of the intended user to a degree that they do not deviate from the established trail alignment.”

There are six key principles of sustainable OHV trail design which are:



OHV trail managers should consider these sustainable trail guidelines and research in more detail best practices for design and maintenance by reading the detailed report. Using this framework, trail managers can better understand opportunities for improvement in their current and future trails.

The popularity of OHVs is projected to continue to grow according to a report published in January 2019 from Global Market Insights. The U.S. Off-Road Vehicles Market was valued at approximately 9 billion dollars in 2017 and the compound annual growth rate is anticipated at 5% from 2018 to 2024. It is estimated that as of January 2019, there were approximately



150,000 miles of trails and 439 wilderness areas that supported OHV adaption. In addition, from 2015 to 2016, OHV participation grew by 2 million. There is also a correlation in participation with other outdoor activities, such as hunting.

A limiting factor in the participation of OHVs is the rising number of fatalities. Education for drivers, safety gear for those under 16 and policies prohibiting road riding are just a few of the safety measures that are being enacted to reduce injuries and fatalities.

### Nature Programming & Nature-Deficit Disorder

Playing in nature is an educational opportunity that has numerous benefits, from increasing active and healthy lifestyles, to developing a conservation mindset, to understanding the ecosystems and wildlife that depend on them. According to the report, “Nature Play & Learning Places: Creating and Managing Places where Children Engage with Nature” there is a genuine need in today’s society for learning spaces that spark creative play with natural materials, such as plants, vines, shrubs, rocks, water, logs and other elements (2020).

Richard Louv introduced the term, “Nature-Deficit Disorder” in 2005, which describes the effects of urbanization, technological advances and social changes. Scientific evidence suggests that this disorder contributes to emotional and physical illnesses, including attention difficulties, obesity, nature illiteracy and an “epidemic of inactivity.”

Environmental education, provided by non-profits and parks and recreation agencies, can help combat nature-deficit disorder by sparking curiosity in the outdoors either through structured nature programming or through unstructured nature play.

Nature Play is defined as “A designated, managed area in an existing or modified outdoor environment where children of all ages and abilities play and learn by engaging with and manipulating diverse natural elements, materials, organisms and habitats, through sensory, fine motor and gross motor experiences.”

Nature Play spaces can provide valuable lessons for children, not only regarding learning their natural environment and appreciation for nature, but also for personal development. These spaces, like playgrounds, provide safe spaces to take risks and understand behavioral outcomes. One of the most essential elements in planning nature play spaces is to conduct a risk assessment to reduce the unnecessary potential of injury. For instance, natural objects such as logs and boulders may be placed strategically for climbing but consider where the child might land if he or she were to fall or jump off. Similarly, trees can be used as natural climbing features, with consideration to removing shrubs and nearby smaller trees below. Nature Play can happen in forest-based schools, play zoos, gardens and summer camps. American Camp Association reported that there are approximately 5,000-day camps that currently operate in the U.S.



Figure 2.25: NRPA Wildlife Explorers Initiative 2018.





### Outdoor Adventure Impact from Covid-19

Consumers are seeking activities to help them stay occupied and healthy as Covid-19 necessitated physical distancing. As a result, several outdoor activities have experienced growth. Many sought out family-based activities to keep everyone safe and increase health. A Harris Poll from October 2020 found that 69% of Americans reported a heightened appreciation for outdoor spaces during the pandemic, with 65% sharing that they try to get outside of the house as much as possible.

Outdoor cycling tops the list of popular outdoor activities as bicycle sales increased 63% (as of June 2020) compared to the same time period the year prior. For the first several months of the Covid-19 outbreak, the growth in bicycle sales was from family-friendly bikes. Then the growth in sales shifted to higher-end bicycles (including road bikes and full suspension mountain bikes). This was likely due to a shortage of family-friendly bikes as well as from cyclists more willing to invest in the activity for the future.

Paddle sports (including kayaks, paddleboards, rafts and canoes) have also increased in popularity as the sale of equipment rose 56% in 2020 over the prior year. Inflatable versions of kayaks and paddleboards have gained in popularity due to their cost and the ability of the consumer to store these bulky pieces of equipment. Camping has surged in popularity due to the Covid-19 outbreak as well. Consumers looking for a break from home life pitched tents in their yards or at a local destination. The sale of recreational tents increased in 2020 two times faster than backpacking tents that are favored by serious campers and hikers. Offering camping opportunities in local parks and providing opportunities to try the activity before investing money in the equipment would be a good step.

The New York Times published an article (May 2020) regarding the increase in bird watching during the early stages of the Covid-19 outbreak. To aid in their sightings, many purchased binoculars, which saw a 22% increase in sales in June 2020 over the prior year. Unique bird species can be found in rural areas and urban areas, which has contributed to the appeal of this activity.

Many people did go back to fitness centers to exercise following the Covid-19 outbreak. However, with the Covid-19 inspired desire to keep moving, people are continuing to walk and run outdoors when the weather is suitable to. Outdoor walking and running clubs will continue to be a popular way for people to exercise with others in a safe manner.



Figure 2.26: NRPA Park Pulse.

### Outdoor Fitness Trails

A popular trend in urban parks for health, wellness and fitness activities is to install outdoor fitness equipment along trails. The intent of the outdoor equipment is to provide an accessible form of exercise





for all community members, focusing on strength, balance, flexibility and cardio exercise. These fitness stations – also known as “outdoor gyms” -- are generally meant for adults but can be grouped together near a playground or kid-friendly amenity so that adults can exercise and socialize while supervising their children. The fitness equipment can also be dispersed along a nature trail or walking path to provide a unique experience to exercise in nature. Educational and safety signage should be placed next to equipment to guide the user in understanding and utilizing the outdoor gyms.



Figure 2.27: City of Weston Indian Trace Park outdoor fitness

### 2.2.5. Program Related Trends

#### Niche Programming

Decades ago, recreation agencies focused on offering an entire set of programs for a general audience. Since that time, market segments have been developed, such as programming specifically for seniors. Recently, more market segments have been developed for specialty audiences, such as the LGBTQ community, retirees, military veterans, cancer patients, people needing mental health support and individuals with visible and invisible disabilities. Organizations are taking a much more holistic approach to program and service offerings, beyond what is typically thought of as a recreation program.

### Before and After-School Care Programs

Many park and recreation agencies offer before and after-school care programs. These programs may include fitness/play opportunities, healthy snack and tutoring/homework services. According to an NRPA poll, 85% of U.S. adults believe that before and after-school programs offered by local park and recreation agencies are important.

According to the 2021 Out-of-School Time Report, approximately 83% of local parks and recreation agencies offer after-school programming. The figure below demonstrates the top four benefits of after-school programs for youth determined by parks and recreation professionals:

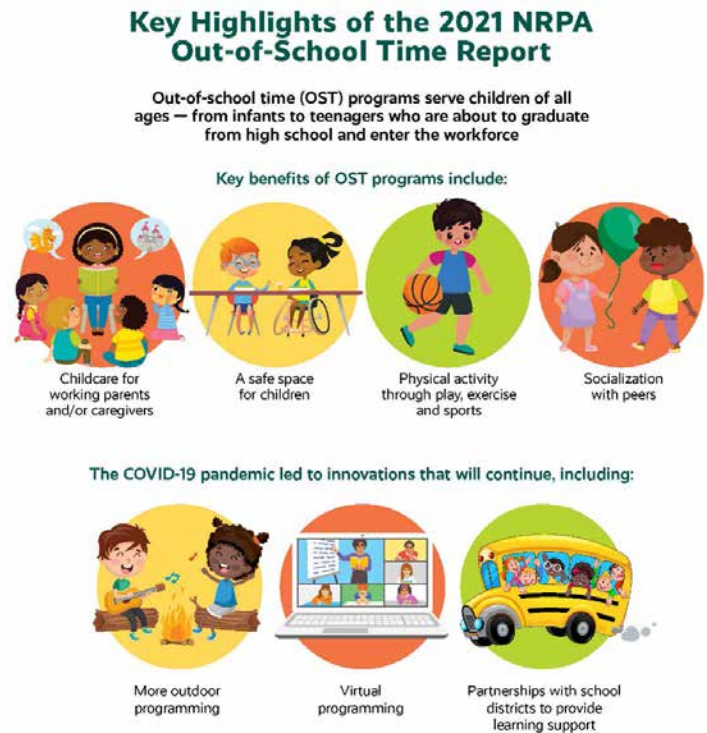


Figure 2.28: Overview of Key Highlights from NRPA's 2021 Out of School Time Report



## Community & Special Events

Community-wide events and festivals often act as essential place-making activities for residents, economic drivers and urban brand builders. This phenomenon is described in Governing Magazine: “Municipal officials and entrepreneurs see the power of cultural festivals, innovation-focused business conferences and the like as a way to spur short-term tourism while shaping an image of the host city as a cool, dynamic location where companies and citizens in modern, creative industries can thrive” (2013).

According to the 2022 Event Trends Report by Eventbrite, the following trends are expected to impact agency event planners and community builders in the coming years:

- Strength in Diverse Communities:** The pandemic built a different source of community through virtual events. Virtual events enabled audiences to expand in terms of being able to include broader reach to different ages, ethnicities, geographic locations, rural communities and those who are differently abled. Event organizers are also looking to diversify entertainers and presenters.
- Go Green:** The trend of hosting “green events” is a trend that is here to stay. Although the pandemic impacted responses around making events environmentally friendly a priority, with a return to in person events it will certainly make a turn around. Virtual events have had a major impact on the carbon footprint of events. In a 2021 Nature Communications study, they found that virtual events decreased those footprints by 94% and energy use was cut by 90%.
- Optimism, Resiliency and Creativity:** Event organizers are still feeling some uncertainty around a resurgence in COVID-19 cases, however 75% of respondents indicated they are optimistic about future events. The pandemic has left organizers feeling more adaptable, innovative and creative. Half of organizers around the globe indicated COVID-19 made their teams more resilient.

## Farmer’s Market

Park and recreation agencies often have the role of connecting communities to local, fresh foods. In fact, many local agencies are the largest providers of federally funded meals for the public. One in five agencies manage a farmer’s market.



Figure 2:29 Parks and Recreation Connecting Communities to Healthy Foods. Source: 2019 NRPA Farmers Market Report

There are many benefits in providing farmers markets in the community. Beyond providing fresh foods to the public and promoting agricultural and economic benefits for farmers and vendors, they also bring culture building and engagement on a consistent basis. According to a study by the National Recreation and Park Association (NRPA) in 2019 of 296 agencies, approximately 67% of organizations host farmers markets once a week, with 21% offering it two or three times a week. Roughly four in five agencies use partnerships with non-profits, farmers organizations, other local government departments, community development organizations and the local extensions office to enhance the success of the farmer’s market.



## Therapeutic Recreation

In 2004, The National Council on Disability (NCD) issued a comprehensive report, *Livable Communities for Adults with Disabilities*. This report reinforces the 1990 ADA and identified six elements for improving the quality of life for all citizens, including children, youth and adults with disabilities.

The six elements are:

1. Provide affordable, appropriate, accessible housing
2. Ensure accessible, affordable, reliable, safe transportation
3. Adjust the physical environment for inclusiveness and accessibility
4. Provide work, volunteer and education opportunities
5. Ensure access to key health and support services
6. Encourage participation in civic, cultural, social and recreational activities

Therapeutic Services bring two forms of services for persons with disabilities into play, specific programming and inclusion services. Individuals with disabilities need not only functional skills but to have physical and social environments in the community that are receptive to them and accommodating individual needs. Inclusion allows individuals to determine their own interests and follow them.

Many parks and recreation departments around the country are offering specific programming for people with disabilities, but not as many offer inclusion services. In “Play for All-Therapeutic Recreation Embraces All Abilities”, an article in *Recreation Management Magazine*, shows how Therapeutic recreation includes a renewed focus on serving people with the social/emotional challenges associated with “invisible disabilities” such as ADHD, bipolar disorders, spectrum disorders and sensory integration disorders.

A growing number of park and recreation departments are making services for those with invisible disabilities a successful part of their programming as well. When well done, these same strategies improve the recreation experience for everyone.

## 2.2.6. Sport Participation

The following tables demonstrate the change from 2015 to 2020 for sports that are relevant to the planning as reported in the Sports and Fitness Industry Association (SFIA) 2021 Topline Report.

For each sport, there are two categories, which define the level of activity. “Casual” refers to users that participated in the study between 1 and 12 times in the past 12 months. CORE refers to users that participated more than 13 times in the last 12 months. The 1-year, 2-year and 5-year average annual growth (AAG) is then charted in the tables to indicate the level of change for the following sports:



### Baseball/Softball

Casual participation in baseball saw an increase in participation of almost six percent in the last five years but was particularly high in 2018-2020 (11.1%). Overall, both fast and slow pitch declined in participation over the past several years.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Baseball</b>		-0.90%	-1.40%	1.10%
Casual	1-12 times	-8.60%	11.10%	5.90%
CORE	13+ times	7.20%	-10.40%	-1.70%
<b>Softball (Fast Pitch)</b>		15.30%	-6.90%	-2.60%
Casual	1-12 times	43.80%	-5.90%	-1.70%
CORE	13+ times	-0.60%	-7.60%	-1.80%
<b>Softball (Slow Pitch)</b>		-5.40%	-15.00%	-4.70%
Casual	1-12 times	-0.90%	-9.70%	-4.00%
CORE	13+ times	-8.80%	-19.00%	-5.30%

Table 2.5: Sport Participation for Baseball/Softball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Football

Casual participation in flag football and tackle football increased more than nine percent in 2018-2020. CORE participation in all types of football (flag, tackle, touch) decreased – particularly for Touch Football. Overall, casual participation is increasing while CORE participation has decreased.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Football (Flag)</b>		-1.60%	1.60%	2.30%
Casual	1-12 times	-3.50%	9.00%	5.10%
CORE	13+ times	1.40%	-7.90%	-1.10%
<b>Football (Tackle)</b>		3.40%	2.40%	-0.90%
Casual	1-12 times	10.60%	9.50%	3.50%
CORE	13+ times	-3.00%	-4.00%	-4.40%
<b>Football (Touch)</b>		0.80%	-5.50%	-3.00%
Casual	1-12 times	6.10%	3.40%	-0.70%
CORE	13+ times	-7.70%	-18.60%	-6.30%

Table 2.6: Sport Participation for Football, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Lacrosse

Casual participation in lacrosse increased significantly in 2020 (11.9%). However, CORE Participation actually decreased 10.1% in 2020 Overall, the 5-year AAG was 1.8% but participation trends indicate that casual participation.





	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Lacrosse</b>		0.40%	-10.60%	1.80%
<b>Casual</b>	1-12 times	11.90%	-1.20%	-2.30%
<b>CORE</b>	13+ times	-10.10%	-19.30%	-0.90%

Table 2.7: Sport Participation for Lacrosse 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Pickleball

With 4.8 million people in the country playing pickleball, it is a trend not to be taken lightly. Though not at its peak, pickleball is still trending nationwide as the fastest growing sport in the U.S. with the active aging demographic, as 75% of CORE players are age 55 or older. Considered a mix between tennis, ping pong and badminton, the sport initially grew in popularity with older adults but is now expanding to other age groups. It can be played as singles or doubles, indoors or out and it is easy for beginners to learn but can be very competitive for experienced players. The game has developed a passionate following due to its friendly, social nature and its multi-generational appeal.

Recreation facilities such as tennis or basketball courts can be temporarily or permanently converted to pickleball courts through lining a court. One consideration to recreation professionals before lining tennis courts is potential inference with competitive tennis requirements. Best practices regarding pickleball setup and programming can be found on usapa.com, the official website for the United States Pickleball Association.

	Definition	1-year change 2020	2-year change 2019	5-year AAG 2015
<b>Pickleball</b>		14.80%	39.30%	11.50%
<b>Casual</b>	1-12 times	21.90%	56.50%	15.40%
<b>CORE</b>	13+ times	0.10%	9.00%	4.40%

Table 2.8: Sport Participation for Pickleball, 2015 to 2020 (Source: 2021 SFIA Topline Report)

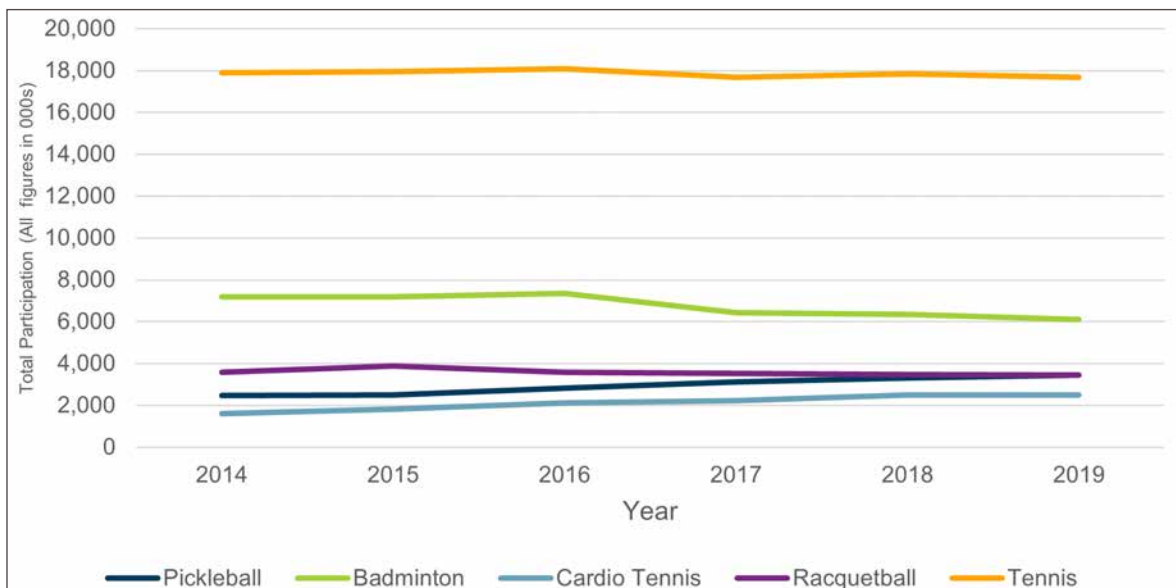


Figure 2.30: Racquet Sport Participation from 2014 - 2019 (Source: 2020 SFIA Topline Report)



### Soccer

The SFIA report indicates that indoor soccer has increased over 2015-2020. In just 2018-2020, there was a significant increase in casual participation, while CORE participation decreased significantly. This could be reflective of the changes that COVID-19 caused for competitive soccer, particularly for indoor sports, to decline

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Soccer (Indoor)</b>		-0.60%	1.40%	<b>1.20%</b>
Casual	1-12 times	-9.60%	18.30%	<b>6.40%</b>
CORE	13+ times	14.10%	-14.50%	<b>-2.30%</b>
<b>Soccer (Outdoor)</b>		0.90%	5.40%	<b>1.10%</b>
Casual	1-12 times	-9.30%	10.50%	<b>4.20%</b>
CORE	13+ times	21.70%	-1.60%	<b>-1.40%</b>

Table 2.9: Sport Participation for Soccer, 2015 to 2020 (Source: 2021 SFIA Topline Report)

### Volleyball

Volleyball generally has seen a decline in participation over the past five years, with both casual and CORE participation decreasing. However, interest and participation in sports vary by region, age group and other factors. This national perspective provides just one indication that volleyball may be on the decline.

	Definition	1-year change	2-year change	5-year AAG
		2020	2019	2015
<b>Volleyball (Beach/Sand)</b>		-3.20%	-4.90%	<b>-5.20%</b>
Casual	1-12 times	-6.00%	0.40%	<b>-5.80%</b>
CORE	13+ times	4.20%	-15.20%	<b>-2.90%</b>
<b>Volleyball (Court)</b>		8.10%	-9.80%	<b>-0.80%</b>
Casual	1-12 times	11.90%	-16.80%	<b>-2.00%</b>
CORE	13+ times	5.50%	-4.00%	<b>0.20%</b>
<b>Volleyball (Grass)</b>		2.50%	-10.50%	<b>-7.80%</b>
Casual	1-12 times	2.50%	-14.20%	<b>-9.60%</b>
CORE	13+ times	2.70%	-1.80%	<b>-3.10%</b>

Table 2.10: Sport Participation for Volleyball, 2015 to 2020 (Source: 2021 SFIA Topline Report)



## 2.2.7. Transportation & Walkability

### Active Transportation

In many surveys and studies on participation in recreational activities, walking, running, jogging and cycling are nearly universally rated as the most popular activities among youths and adults. These activities are attractive as they require little equipment, or financial investment, to get started and are open to participation to nearly all segments of the population. For these reasons, participation in these activities is often promoted as a means of spurring physical activity and increasing public health.

The design of a community's infrastructure is directly linked to physical activity – where environments are built with bicyclists and pedestrians in mind, more people bike and walk. Higher levels of bicycling and walking also coincide with increased bicycle and pedestrian safety and higher levels of physical activity. Increasing bicycling and walking in a community can have a major impact on improving public health and life expectancy.<sup>8</sup>

Public health trends related to cycling and walking include:

- Quantified health benefits of active transportation can outweigh any risks associated with the activities by as much as 77 to 1 and add more years to our lives than are lost from inhaled air pollution and traffic injuries.
- Regular cyclists took 7.4 sick days per year, while non-bicyclists took 8.7 sick days per year.
- The proportion of children who live within a mile of school has decreased overtime. In 1969, 48% of children walked or biked to school, compared to 2022, when 11% of children walked or biked to school.<sup>9</sup>

Source 8: "Parks & Recreation | Active Living Research." [Activelivingresearch.org](https://activelivingresearch.org), 2015, [activelivingresearch.org/taxonomy/parks-recreation](https://activelivingresearch.org/taxonomy/parks-recreation). Accessed 30 Sept. 2021.

Source 9: "SRTS Guide: The Decline of Walking and Bicycling." [Saferoutesinfo.org](https://saferoutesinfo.org), 2011, [guide.saferoutesinfo.org/introduction/the\\_decline\\_of\\_walking\\_and\\_](https://saferoutesinfo.org/introduction/the_decline_of_walking_and_)

National cycling trends:

- There has been a gradual trend of increasing bicycling and walking to work since 2005.
- Infrastructure to support biking communities is becoming more commonly funded in communities.
- Bike share systems, making bicycles available to the public for low-cost, short-term use, have been sweeping the nation.

### Fitness Playgrounds

Some municipalities are installing fitness playgrounds that can be used by children and adults. Some courses offer multiple levels of challenge and multiple options within each level, for beginner, intermediate and advanced visitors to improve fitness and have fun.



Figure 2.31: ELEVATE® Fitness Course by Burke®

### Trails and Health

A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the U.S. Center for Disease Control. Trails can provide a wide variety of opportunities for being physically active, such as walking/running/hiking, rollerblading, wheelchair recreation, bicycling, cross-country skiing and snowshoeing, fishing, hunting and horseback riding. The health benefits are equally as high for trails in urban neighborhoods as for those in state or national parks. A trail in the neighborhood, creating a 'linear park', makes it easier for people to incorporate exercise into their daily routines, whether for recreation or non-motorized transportation. Urban trails need to connect people to places they want to go, such as schools, transit centers, businesses and neighborhoods.



### 2.2.8. Fitness Trends

Each year, the American College of Sports Medicine (ACSM) conducts a survey of worldwide fitness trends. Now in its 16th year, the ACSM circulates an electronic survey to thousands of fitness professionals around the world to determine health and fitness trends. The list below includes the top 10 fitness trends for 2022.

#### Wearable Technology

Wearable technology, which includes activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses (designed to show maps and track activity), has been one of the top three trends since 2016. Examples include fitness and activity trackers such as those from Misfit, Garmin, Pebble Time, Samsung, Basis, Jawbone, Fitbit and Apple. These devices can track heart rate, calories, sitting time and much more. It is estimated that wearable technology is a \$95 billion industry.

#### Home Exercise Gyms

The trend in home exercise gyms has risen because of the COVID-19 pandemic and it is expected for this trend to continue. Home gyms allow participants to choose what equipment they invest in at various price points and can be used by individuals or as a family. However, for this trend to continue it is noted that home gym businesses will need to lower equipment costs to keep participants working out at home instead of a gym outside the home.

#### Outdoor Activities

Likely because of the COVID-19 pandemic, outdoor activities such as group walks, group rides, or organized hiking groups are gaining in popularity. These can be short events, daylong events, or planned weeklong excursions. Typically, people meet at a local park, hiking area, or bike trail with a designated

leader. This trend for health and fitness professionals to offer outdoor activities to clients began in 2010 and has been in the top 20 ever since 2012. This has become much more popular the past several months as agencies work to offer fitness programs outdoors that help to ensure physical distancing.

#### Strength Training with Free Weights

Strength training remains popular in all sectors of the health and fitness industry and for many kinds of clients. Free weights, barbells, kettlebells, dumbbells and medicine ball classes do not just incorporate equipment into another functional class or activity. Instructors begin by teaching the proper form and technique for each exercise and then progressively increase the resistance. New exercises are added periodically, starting with proper form and technique. Many younger clients of both community-based programs and commercial clubs train almost exclusively using weights. In today's gyms, however, there are many others (men and women, young and old, children and patients with stable chronic diseases) whose focus is using weight training to improve or maintain strength.

#### Exercise for Weight Loss

Another trend that has increased is exercising for weight loss. This trend has been top 20 since the beginning of the survey, but peaked at number five in 2022, a rise from number sixteen in 2021. Participants are moving towards this trend because the pandemic caused perceived or real weight gain and diet programs generally recommend supplementing with exercise.

#### Personal Training

Personal training is a one-on-one workout with a trainer that begins with fitness testing and goal





setting. The trainer then works with the client and prescribes workouts specific to their needs. The profession of personal training is becoming more accessible online, in clubs, in the home and in worksites that have fitness facilities. Many fitness centers continued to offer personal training during the COVID-19 outbreak. Since this survey was first published in 2006, personal training has been ranked in the top 10.

### High-Intensity Interval Training (HIIT)

HIIT involves short bursts of high-intensity exercise followed by a short period of rest or recovery and typically takes fewer than 30 minutes to perform (although it is not uncommon for these programs to be much longer in duration). HIIT has been a top five trend since 2014. Despite warnings by some fitness experts of the potential for increased injury using HIIT, this form of exercise is popular in fitness centers all over the world.

### Body Weight Training

Body weight training uses minimal equipment, which makes it an inexpensive way to exercise effectively. Although most people think of body weight training as being limited to push-ups and pull-ups, it can be much more than that. This type of training first appears in the trends survey in 2013 at number three.

### Online Live and On-Demand Exercise Classes

Previously this trend has been to “virtual online training” or “online training”, however this was changed in 2022 to specify what type of online classes are trending. COVID-19 forced closures of exercise programming in many spaces which resulted in an increase in online training for at home exercise classes. This trend can be offered live or prerecorded

to groups and individuals. Prerecorded sessions offer client’s the chance to partake in these classes no matter what their schedule may be.

### Health and Wellness Coaching

Health and wellness coaching bridges behavioral science by promoting a healthy lifestyle and programs to support that lifestyle. Typically, this coaching is one-on-one and coaching consists of goal setting and providing support, guidance and encouragement. The coach focuses on the specific needs and wants of the client’s lifestyle and values.

## 2.2.9. Aquatic Trends

### Pool Design

Municipal pools have shifted away from the traditional rectangle shape and instead have shifted to facilities that include zero-depth entry, play structures that include multiple levels, spray features, small to medium slides and separate play areas segmented by age/ability.

Indoor warm water therapy pools continue to grow in popularity with the aging population, creating a shallow space for low-impact movement at a comfortable temperature enables programming options to multiply. “Endless” or current pools that are small and allow for “low-impact, high-intensity movement” are becoming popular, as well.



Figure 2.32: Zero depth entry pool at Sholem Aquatic Center in Champaign Park District



### Water Fitness

The concept of water fitness is a huge trend in the fitness industry, with many new programs popping up such as aqua yoga, aqua Zumba, aqua spin, aqua step and aqua boot camp. Whether recovering from an injury, looking for ease-of-movement exercise for diseases such as arthritis, or simply shaking up a fitness routine, all demographics are gravitating toward the water for fitness. Partnerships can be important for parks and recreation agencies, such as working with hospitals to accommodate cardiac patients and those living with arthritis or multiple sclerosis.

### Youth Programming

Swim lessons generally include the most significant number of participants and revenues for public pool operations. Programs can be offered for all ages and levels, including private, semi-private and group lessons. Access to swimming pools is a popular amenity for summer day camp programs, too.

### Splash Pads / Spray Parks

Spray parks (or spray grounds) are now a common replacement for aging swimming pools, particularly because it provides the community with an aquatic experience without the high cost of traditional pools. Spray parks do not require high levels of staffing, require only minimal maintenance and offer a no-cost (or low-cost) alternative to a swimming pool. A spray park typically appeals to children ages 2 – 12 and can be a stand-alone facility in a community or incorporated inside a family aquatic center.



Figure 2.33: Science Playground at Sugar Sand Park in Boca Raton.

### 2.2.10. Age-Related & Generational Trends

Activity Participation varies based on age, but it also varies based on generational preferences. The Sports & Fitness Industry Association (SFIA) issues a yearly report on generational activity. In the 2020 SFIA report, millennials had the highest percentage of those who were “active to a healthy level,” but a quarter also remained sedentary. Nearly 28% of Generation X were inactive, with baby boomers at 33% inactive. Baby Boomers prefer low-impact fitness activities such as swimming, cycling aquatic exercise and walking for fitness.

<b>Generation Alpha</b>	Born 2010 - Present
<b>Generation Z</b>	Born 1997 - 2010
<b>Millennials</b>	Born 1981 - 1996
<b>Generation X</b>	Born 1965 - 1980
<b>Baby Boomers</b>	Born 1946 - 1964
<b>Silent Generation</b>	Born 1928 - 1945

A condensed list of generational trends which may impact recreational services are below, consolidated from Pew Research Center:

- The pace of Baby Boomer retirement has accelerated since Covid-19. From 2019 to 2020, 3.2 million more Boomers retired, than the average annual growth of 2 million. (November 2020)
- Millennials have surpassed Baby Boomers as the nation’s largest living adult generation, according to population estimates from the U.S. Census Bureau. (April 2020)
- Millennials although better educated than prior generations have more financial hardships. Average earnings have remained mostly flat for the past 50 years, despite inflation numbers. (2019)
- Overall, 37% of high school students (Gen Z) reported that their mental health was not good most or all of the time during the pandemic, according to



the CDC's Adolescent Behaviors and Experiences Survey, which was fielded from January to June 2021. (April 2022)

- Those 60 and older (baby boomers) spend more of their leisure time (about 4 hours) a day in front of a screen (2019)
- Generation Z is the most racially and ethnically diverse generation, with 55% identifying as non-Hispanic whites (September 2020)

### Generational Programming

There has been an increase in the number of offerings for families with children of all ages. This is a departure from past family programming that focused nearly entirely on younger children and preschoolers. Activities such as Family Fossil Hunt and Family Backpacking and Camping Adventure have proven very popular for families with teens. This responsiveness to the Generation X and Generation Y parents of today is an important step, as these age groups place a high value on family. Outdoor obstacle courses that attract people of all ages and backgrounds to socialize with family and friends while improving their fitness, are types of playgrounds that encourage multi-generational experiences.

### Trends for Youth Ages 13 and Younger

#### Traditional Sport Programming

Prior to the Covid-19 outbreak, the number of youth involved in team sports was beginning to decline. From 2008 to 2018, the participation rate of kids between the ages of 6 and 12 dropped from 45% to 38% due to the increasing costs, time commitments and the competitive nature of organized sports leagues.

According to the Aspen Institute, after most athletic programs were shut down in the spring of 2020, 30% of children who previously played team sports now say that they are no longer interested in returning.

Some private travel sports clubs folded following the pandemic, putting pressure on municipal recreation programs to fill the gaps for those children who do want to continue playing organized sports. There is a heightened need to save and build affordable, quality, community-based sports programs that can engage children of all abilities in large numbers.

### Science, Technology, Engineering and Mathematics (STEM, STEAM) Programs

STEM, STEAM programs—including arts programming—are growing in popularity. Some examples include: learn to code, design video games, Minecraft, create with Roblox (an online gaming platform and game creation system), engineer robots,



Figure 2.34: Robot building competition hosted by Parks and Recreation of Lacey, Washington.

### Nature-Related Programming

There is an international movement to connect children, their families and their communities to the nature world called the New Nature Movement and it is having an impact. In addition to new nature programming, nature-themed play spaces are becoming popular. Some park and recreation agencies are now offering outdoor preschool where the entire program takes place outside.





### Youth Fitness

The organization Reimagine Play developed a list of the top eight trends for youth fitness. The sources for this information include the ACSM’s Worldwide Survey of Fitness Trends, ACE Fitness and SHAPE America. The top eight trends include:

- Physical education classes are moving from sports activities to physical literacy curriculums that include teaching fundamentals in movement skills and healthy eating
- HIIT classes that involve bursts of high-intensity exercise followed by a short period of rest with classes ranging 30 minutes or less
- Wearable technology and digital fitness media, including activity trackers, smartwatches, heart rate monitors, GPS tracking devices and smart eyeglasses and virtual headsets
- Ninja warrior training and gyms modeled after television shows American Ninja Warrior and Spartan Race
- Outdoor recreational activities including running, jogging, trail running and BMX biking
- Family (intergenerational) fitness classes such as family fitness fairs, escape rooms and obstacle races are gaining in popularity among Gen X and Gen Y families who place a high value on family time
- Kids’ obstacle races in conjunction with adult obstacle races such as the Tough Mudder, Spartan Race and Warrior Dash
- Youth running clubs that also teach life skills such as risk-taking, goal setting and team building



Figure 2.35: LEAP Ninja Gym. Source: NBC News.

### Trends for Teens/Younger Adults Ages 13–24

Local parks and recreation agencies are often tasked with finding opportunities for teen programming beyond youth sports. As suicide is the second highest causes of deaths among United States teens, mental health continues to be a priority for this age group. Activities such as meditation, yoga, sports, art and civic engagement can help teens develop life skills and engage cognitive functions. Beyond interacting with those of their own age, many agencies are developing creative multi-generational activities which may involve seniors and teens assisting one another to learn life skills. Agencies that can help teens develop career development skills and continue their education are most successful in promoting positive teen outcomes and curbing at-risk behavior.<sup>10</sup>

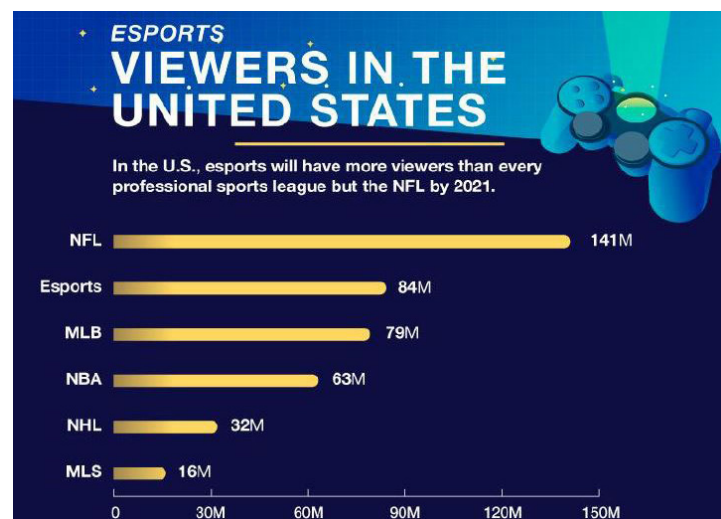


Figure 2.36: eSports Viewers. Source: <https://www.slideshare.net/ActivateInc/activate-tech-media-outlook-2018>.

### Esports

Esports (also known as electronic sports, or eSports) is a form of competition using video games. Forbes reported in December 2019 that eSports audiences exceed 443 million people across the world and the International Olympic Committee is considering it as a new Olympic sport. Local recreation offerings can

Source 10: Kardys, Jack “Park After-school Programs: A Vital Community Resource” National Recreation and Park Association. June 2019, <https://www.nrpa.org/parks-recreation-magazine/2019/june/park-afterschool-programs-a-vital-community-resource/>





include training classes, open play, tournaments and major competition viewing. A new recreation center in Westerville, Ohio includes a dedicated eSports room and college campuses across the country are also launching eSports programs. Florida Southern College offers eSports as a Club Sport for both community and competitive players. And Florida Tech, in Melbourne, FL, has a dedicated eSports facility. Many parks and recreation agencies are including eSports in their programming mix.

### Parkour

Parkour is a physical training discipline that challenges the participant to move their body through obstacle courses, similar to military training. Using body movements such as running, jumping and swinging, the participant moves through static indoor courses or outdoor urban environments.

### Outdoor Active Recreation

This includes activities such as kayaking, canoeing, stand-up paddle boarding, mountain biking and climbing. Rentals for those who want to “try before they buy” are popular in many areas. All of these types of activities have experienced an increase since the COVID-19 pandemic. A survey by Civic Science found that those between 13 and 34 years old were the most likely age group to indicate that they planned to participate in more outdoor activities as a result of Covid-19-related shutdowns.

### Bicycling / Skateboarding

According to the Aspen Institute, bicycling became the third most popular sport for kids in 2020. Skate park usage surged as well.

### Life Sports

According to the Learning Resources Network “Top Trends in Recreation Programming, Marketing and Management” article, “life sports” are a new priority in the recreation world, where the focus is on developing youth interests in activities that they can enjoy for a lifetime, such as biking, kayaking, tennis, golf, swimming and jogging/walking.

### Holistic Health

Parks and recreation’s role in maintaining a holistic lifestyle will continue to grow. People are seeking opportunities to practice mindfulness, authentic living and disconnection from electronic media. Programs to support mental health, including those that help to combat anxiety, perfectionism and substance abuse in youth and young adults, are increasingly needed. The United Nations has urged governments around the world to take the mental health consequences of COVID-19 seriously and help to ensure the widespread availability of mental health support to constituents.

## PARKS AND RECREATION

Advancing Community Health and Well-Being – Key Findings:



Figure 2.37: Parks and Recreation Advancing Community Health and Well-Being. Source: NRPA



## Trends for Adults ages 25 – 54

### Aerobic Activities

For most age groups, swimming for fitness and weight training are two of the most frequently mentioned activities in which people indicate interest. Running, walking and biking for fitness continue to show strong and consistent growth. A good balance of equipment and classes is necessary to keep consistent with trends.

### Fun Fitness

“Fun” fitness is a current trend. Exercises such as “P90x,” “Insanity,” and “CrossFit” have proven that a lot of equipment is not required to get fit. Since these programs have become popular, newer versions have become available, some cutting the time it takes to look and feel fit in half. These types of classes have been growing and will continue to grow in popularity at recreation departments and fitness centers.



Figure 2.38: Crossfit Class at JustFit Weston.

### Group Cycling

Group cycling continues in popularity as the younger fitness enthusiasts embrace this high-performance group exercise activity as well as program variations that are developed to attract the beginner participant.



Figure 2.39: RIDE spinning class at Midtown Athletic Club.

### Yoga

While Pilates has shown an incredible 10-year growth trend, the past three years (2017-2020) have seen a decline in participation. Perhaps participation migrated to yoga, as participation is up across all levels for the year. Yoga is more class based, while Pilates is more of an individual activity. The millennial fitness participants (ages 25 – 39) are showing a higher propensity to go with group-oriented programs.

### Cornhole (or Bags)

Cornhole is a low-impact, low-cost activity that can be played by people of all ages. Young adults are signing up for leagues (that can be held indoors or outdoors and are offered all year long). It does not take any skill and it is a social activity. Although it can be offered recreationally, some competitive leagues are also offered.



Figure 2.40: Cornhole League at Marana, Arizona.





## Trends for Adults Ages 55 and Over

### Lifelong Learning

A Pew Research Center survey found that 73% of adults consider themselves lifelong learners. Do-it-yourself project classes and programs that focus on becoming a more “well-rounded” person are popular. Phrases such as “how-to” can be added to the agency website’s search engine optimization as consumers now turn to the internet as their first source of information regarding how-to projects. Safeguarding online privacy is also a trending course.

### Fitness and Wellness

Programs such as yoga, Pilates, tai chi, balance training, chair exercises and others continue to be popular with the older generation.

### Encore Programming

This is a program area for baby boomers who are soon to be retired and focuses on a broad range of programs to prepare people for transitions into retirement activities. Popular programs for 55+ market include fitness and wellness (specifically yoga, mindfulness, tai chi, relaxation, personal training, etc.), drawing and painting, photography, languages, writing, computer and technology, social media, cooking, mahjong, card games, volunteering and what to do during retirement.



Figure 2.41: Senior Thanksgiving Luncheon hosted by City of Weston Parks and Recreation.

### Specialized Tours

Participants are looking for more day trips that highlight unique local experiences or historical themes. For example, a focus on authentic food, guided night walks, bike tours, concentration on a specific artist’s work and ghost walks are among the themes being sought out.



Figure 2.42: Senior Day Trip hosted by Parks and Recreation Apopka, Florida.

### Creative Endeavors

Improv classes are specifically targeting age groups with classes that promote creative endeavors. Workshops and groups help seniors play, laugh and let loose while practicing mental stimulation, memory development and flexibility.



Figure 2.43: Senior Class hosted by Coconut Creek Parks and Recreation.



Figure 2.44: Senior Program hosted by Carmel Clay Parks and Recreation.



### 2.2.11. NRPA Top Trends

Each year, the NRPA publishes an article about industry trends and predictions in the Parks and Recreation Magazine. In the January 2021 edition of the Parks and Recreation Magazine, an article titled Top Trends in Parks and Recreation for 2021, (written by Richard Dolesh—former Vice President of Strategic Initiatives for NRPA)—acknowledged that the changes caused by the COVID-19 outbreak are here for the foreseeable future. Dolesh’s list for 2021 includes:

- With a renewed interest in parks, trails and walkable environments, many positive changes will continue, including the expansion of pedestrian spaces and outdoor dining on urban streets, the conversion of bike lanes and trails and the installation of parklets in parking spaces and former travel lanes.
- State and local municipal budgets will continue to be impacted as revenues continue to decline; the cost of responding to the pandemic will continue to rise; and help from the federal government might be limited.
- There will be a strong focus on health and health equity in 2021 as many park and recreation agencies look for ways to support food distribution, food pantries, COVID-19 testing, daycare for children of essential workers and first responders and safe spaces for learning.
- Due to the increasing rates of social isolation and loneliness, community mental health and well-being will become a focus area for park and recreation agencies. There will be more cooperation with social service agencies, public health departments and school systems.

- Social and racial equity will become more important as park and recreation agencies will do more to address disparities in services and to transform the workforce by hiring health, equity, trauma-informed and community engagement specialists.



Figure 2.45: NRPA Seven Dimensions of Well-Being.

- Technology trends being embraced by park and recreation systems include robotic cleaning, self-cleaning toilets, line-painting vehicles, autonomous-mowing equipment and semi-autonomous drones for a variety of tasks. Guests to our parks expect wi-fi access and have become accustomed to charging stations and downloadable content, such as reality walks, games and exhibits. Another aspect of technology that will be important is data privacy. Park and recreation agencies collect a lot of data from our users, such as photos, financial data, biometric data and personally identifiable medical data. In addition, data collected from cellphones can be easily obtained to learn where people are and for how long they stay in each park location. Some park and recreation agencies will start to leverage this data to learn more about customers. What information is collected, what is done with that information and how it is secured will remain important questions to answer.





Figure 2.46: NRPA Drones in Park article.

- The impacts of climate change have become a racial justice problem as low-income communities and people of color are disproportionately affected. High temperatures in many parts of the country impact the ability of park and recreation agencies to conduct day camps, after-school programs, fitness classes and outdoor activities. The need for more green space in low-income communities far outweighs the funds available to purchase new land. Climate change has also degraded our natural resources, leading to a loss of wildlife. According to a recent scientific study conducted by the Smithsonian, nearly a third of all birdlife in North America has been lost since 1970.
- As parks, trails and beaches became high-priority destinations during the COVID-19 outbreak, many park and recreation agencies stayed open and provided places for physical activity. In addition, many agencies became creative with programming, offering grab-and-go and take-it-with-you programs, which provided kits or bags of

activities that people could perform on their own at home. Organizations across the country started offering a wide variety of virtual programming for children and adults. Esports (also known as electronic sports, e-sports, or eSports), which are forms of competition using video games, were popular before the pandemic and participation continues to increase—especially with the decrease in participation in traditional team sports due to the Covid-19 outbreak. One of the benefits of eSports is that they are more inclusive than many other activities because participants do not need to be able-bodied to play. In addition, eSports are moving toward team competitions.



Figure 2.47: Fortnite eSports Competition.

- Creating parks that are “Insta-worthy” will become more important as people look for great places to take photos to share on social media with family and friends. These places can also be used to promote visitation and to attract local photographers.

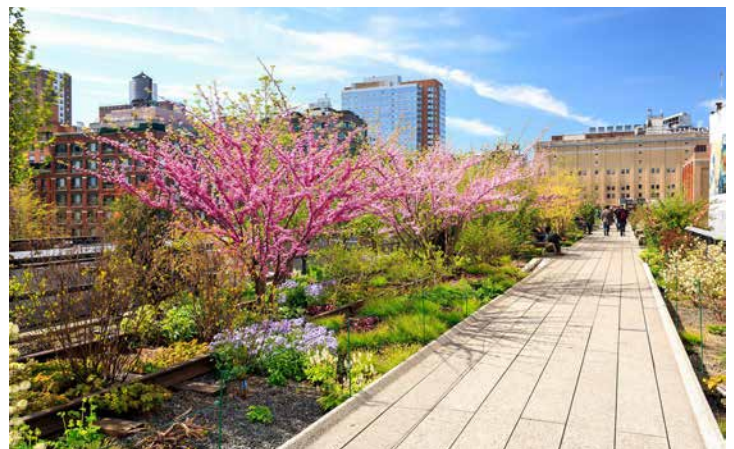


Figure 2.48: New York linear park the High Line.







Figure 3.0: Regional Park Aerial.



# 03



## CHAPTER 3: INVENTORY AND LEVEL OF SERVICE ANALYSIS







## 3.1. Inventory Assessment

### 3.1.1. Overall Park System

Table 3.1 shows the inventory summary of Weston’s 15 City owned Parks and facilities throughout the City, totaling approximately 240.85 acres of park land. The sites include:

- 9 Athletic Multi-Purpose Fields
- 21 Baseball Fields/Softball
- 9 Basketball Courts
- 7 Bike Fixit Repair Stations
- 4 Fitness Station Areas
- 1 Fishing Dock
- 6 Gazebos
- 4 Multi-Purpose Courts
- 8 Multi-Purpose Fields/Courts (Artificial)
- 4 Open Play Areas
- 2 Outdoor Stages
- 2 Padel Courts
- 12 Pickleball Courts
- 12 Picnic shelters
- 12 Playgrounds
- 2 Roller Hockey Rinks
- 5 Sand Volleyball Courts
- 5 Soccer/Football/Lacrosse Fields
- 1 Skate Park
- 17 Tennis Courts
- 1 Tether Ball

In addition to the 15 City Parks, Weston is located near the 667 acres Markham Park and the 271.5 acres Vista View Park. These County Parks further amplify recreational services to Weston residents.

Additionally, the Indian Trace Development District, a dependent district of the City of Weston, has restored 2,315 acres of Conservation Wetland Mitigation Areas.

Weston has four major conservation wetland areas:

- A 75-acre Conservation Wetland Mitigation Area west of South Post Road and south of Weston Regional Park

- A 115-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 110-acre Conservation Wetland Mitigation Area abutting U.S. 27 near SW 26th and SW 16th Streets
- A 1,187-acre Conservation Wetland Mitigation Area between the Savanna community and U.S. 27 at one time, this was the largest wetland mitigation project in the United States.

Source: City of Weston Comprehensive Plan 2017 - Chapter Five: Recreation and Open Space Element.



Figure 3.1: Aerial view of C-11 Impoundment Weston Conservation Wetland Mitigation area.

Along with the Conservation Wetland Mitigation Areas, the City of Weston has 1,877 acres of lakes and canals which are also carefully maintained by the City.



Figure 3.2: Aerial view of Weston .

Additionally, the City of Weston has over 26 miles of dedicated bike lanes, making it one of the premier areas in South Florida in which to bike. Bike lanes are a portion of the roadway which has been designated





by striping and pavement markings, for the use of bicycles. The City of Weston also has paved shoulders and off-street shared use paths which can be used by bicyclists. Over 90% of the City's arterials have either a bike lane or a paved shoulder. The City of Weston has provided an interconnected system of safe bike lanes, multipurpose paths and shaded sidewalks for pedestrian travel throughout the City of Weston.



Figure 3.3: Weston bike lane street lane marking and signage.

needs of several neighborhoods. Community parks may include recreational activities such as field games, court games, playground apparatus, walking, jogging, picnicking, etc.

- **Regional Park:** A park having more than 100 acres intended to serve the recreational needs of the population of the entire City of Weston. A regional park may include active facilities, passive facilities, or a combination of the two.
- **Open Space:** Lands such as conservation areas, natural preserves and wetlands set aside for preservation and are protected by local, state, or federal law.



Figure 3.4: Community Park Tequesta Trace Park.

The City of Weston uses various methods for classifying parks and open space. The following classifications are used by the City:

- **Activity-Based:** Parks with features such as baseball fields, basketball courts, football fields, roller hockey rinks, soccer fields, etc.
- **Resource-Based:** Parks with features such as picnic areas, shelters, walkways, trails, or boardwalks oriented toward unique natural features.
- **Neighborhood Park:** A park having up to 10 acres designed to serve the recreational needs of the population living in the immediate residential area.
- **Community Park:** A park having more than 10 acres designed to serve the recreational

Weston's neighborhood parks serve the recreational needs of the surrounding households and the adjacent schools. In 2001, the City of Weston signed an agreement with the Broward County School Board to allow the use of six city parks during school hours. The agreement allows students in adjacent public schools to participate in recreational activities at Eagle Point, Gator Run, Heron, Indian Trace, Tequesta Trace and Windmill Ranch parks. The agreement states that the City believes that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation. The agreement has stayed in place throughout the years and continues to provide students with added recreational benefits.







### City Parks



**LEGEND:**

- - - City of Weston Boundary
- City Parks
- Conservation Wetland Mitigation Area

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

\* Note: Parks are listed alphabetically

Figure 3.5: City Parks Map





City Park Inventory Summary

Park Name	Acres	Athletic Multi-purpose Field	Baseball/Softball Field	Basketball Court	Bike Fixit Repair Station	Fitness Station	Fishing Dock	Gazebos	Multi-purpose Court	Multi-purpose Artificial Turf Field	Open Play Area	Outdoor Stage	Padel Court	Pickleball Court	Picnic Shelters	Playground	Roller Hockey Rink	Sand Volleyball	Soccer/football/lacrosse Field (Turf)	Skate Park	Tennis Court	Tetherball
Bonaventure Park	2			.5	1	1									1							
Country Isles Park	4.21									1					1	1						
Eagle Point Park	7		2							1					2	1		1				
Emerald Estates Park	5			.5	1	1									2	1					2	
Gator Run Park	7				1			3								1						
Heron Park	5.25	1	2																			
Indian Trace Park	5	1	1		1	1			3							1						
Library Park	5				1			3		1					1							
Peace Mound Park	8.16				1		1								2	1						
Tequesta Trace Park	42		3							2						1			1	1		
Town Center Park	6										1											
Vista Park	30		4												1	1			4			
Weston Racquet Club	7												2	4							15	
Weston Regional Park	102	6	8	8	1	1				6	1			8	3	2	2	4				1
Windmill Ranch Park	5.23	1									1					1						
<b>Totals:</b>	<b>240.85</b>	<b>9</b>	<b>21</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>2</b>	<b>5</b>	<b>5</b>	<b>1</b>	<b>17</b>	<b>1</b>

Table3.1: City Park Amenities Inventory







## Bonaventure Park

2-acre neighborhood park opened in 2020. Facilities include a playground, half-court basketball court, outdoor fitness equipment, bike fixit station, restrooms, lighted walking path seating areas and it's dog-friendly.



## Country Isles Park

A passive 4.2-acre neighborhood park located at 2260 Country Isles Road. Facilities include a gazebo with benches, picnic areas, exercise path, open play area, covered playground area and it's dog-friendly.







## Eagle Point Park

An active 7.0-acre neighborhood park located at 18691 North Lake Boulevard, adjacent to Eagle Point Elementary School. Facilities include baseball fields, a covered playground area, an exercise path, a sand volleyball court, open play area, gazebos with benches, picnic areas, a lakefront passive area and it's dog-friendly.



## Emerald Estates Park

An active 5.0-acre neighborhood park located at 16400 Emerald Park Circle. Facilities include a covered playground, an open play area, tennis courts, a half basketball court, picnic shelters with tables and grills, an exercise path, outdoor fitness equipment, bike fixit station, restrooms, a waterfront passive area and it is dog-friendly.







## Gator Run Park

A passive 7.0-acre neighborhood park located at 1101 Park Road, adjacent to Gator Run Elementary School. Facilities include a covered playground, small picnic shelters, lighted walkways, restrooms, bike fixit station, an exercise path and it is dog-friendly.



## Heron Park

An active 5.3-acre neighborhood park located at 2300 Country Isles Road, adjacent to Country Isles Elementary School. Facilities include baseball fields and an athletic multi-purpose field. This park is dog-friendly.







## Indian Trace Park

An active 5.0-acre neighborhood park located at 400 Indian Trace, adjacent to Indian Trace Elementary School. Facilities include a partially covered playground, basketball courts, a baseball field, a football/soccer field, bike fixit station, shaded fitness stations and it is dog-friendly.



## Library Park

A 5.0-acre passive “reading” park located adjacent to the Weston Branch Library at 4255 Bonaventure Boulevard. Park amenities include gazebos with seating, a unique water fountain with informational signage on Florida authors, pathways, restrooms, bike fixit station, shelters and picnic areas, additional seating, open areas and it is dog-friendly.







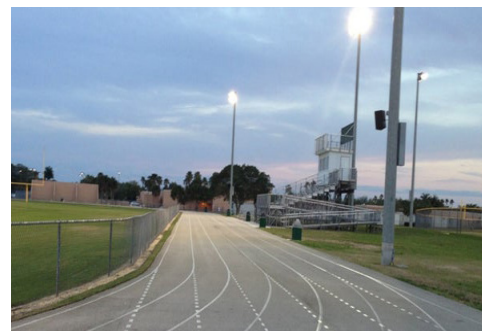
## Peace Mound Park

A passive 8.2-acre waterfront neighborhood park with lush landscaping located at 1300 Three Village Road. Facilities include a shaded playground, a lighted exercise path, bike fixit station, a historical pathway, restrooms, waterfront view, a fishing dock with a wooden bridge, small picnic shelters with tables and it is dog-friendly. This park is the site of a Tequesta Indian burial mound with archaeological exhibits and features included in its design.



## Tequesta Trace Park

An active 42.0-acre community park located at 600 Indian Trace. Facilities include baseball/softball fields, football/soccer fields, a multi-purpose field stadium with 1/4 mile track, a skate park, a covered playground area, a nature trail/boardwalk, concession stand with restrooms, an administration/maintenance building, a recreation storage building and it is dog friendly.







## Town Center Park

A passive 6.0-acre linear waterfront park located at 1900 Bell Tower Lane, along the south end of the Weston Town Center. Facilities include a lighted waterfront walkway, benches, an outdoor stage band shell, restrooms and a nice waterfront view.



## Vista Park

An active 30.0-acre community park located at 18800 Vista Park Boulevard, adjacent to Cypress Bay High School. Facilities include baseball/softball fields, football/soccer fields, concessions with restrooms, picnic shelters and a covered playground.







## Weston Racquet Club

A 7.0-acre tennis complex located at 16451 Racquet Club Road. Facilities include lighted hydroclay courts, a lighted hardcourt, pickleball courts, padel courts, restrooms and a clubhouse with pro shop and locker rooms. The City of Weston contracts with Cliff Drysdale Tennis Management to run the facility's day-to-day operations.



## Windmill Ranch Park

An active 5.3-acre neighborhood park located at 2900 Bonaventure Boulevard, adjacent to Everglades Elementary School. Facilities include a covered playground area, a multi-purpose athletic field and it is dog friendly.







## Weston Regional Park

A 102.0-acre active regional park with extensive athletic facilities located at 20200 Saddle Club Road. The park opened in 2000 and cost over \$15 million to construct. Facilities include 8 baseball/softball fields, 8 football/soccer fields, 8 basketball courts, 2 full size roller hockey rinks, 8 pickleball courts, 2 covered playgrounds, 4 sand volleyball courts, 4 soccer rinks with turf, 5 concession stands with restrooms, 3 picnic shelters with tables and grills, an exercise trail measuring 1.4 miles and a covered event stage. This park is home to the 7,376 sq. ft. Weston Community Center, a facility providing activity and meeting rooms and also the Weston Family YMCA, which contains an Olympic size swimming pool.





## Planned Improvements For Parks

In order to fully analyze the current parks, facilities and amenities at Weston, upcoming planned improvements need to be considered. City of Weston is proactive in maintaining and updating facilities/amenities. The following is a list of planned improvements approved and budgeted for Fiscal Year 2022 & 2023 and pending City Commission budget approval improvements for Fiscal Year 2024.

### Fiscal Year 2022

- Emerald Estates tennis lighting (Completed)
- Racquet Club LED lights (In Progress)
- Tequesta Trace track resurfacing to rubberized
- Regional Basketball court resurfacing (Completed)
- Lockers at Regional Park basketball area (Completed)
- Tequesta maintenance building interior upgrade
- Tequesta additional field between the stadium and baseball (Completed)
- Batting cage/bullpens at Vista softball (Completed)
- Safety nets for turf rinks at Regional (Completed)

### Fiscal Year 2023

- Eagle Point playground replacement
- LED sports lighting conversion- Vista Park (In Progress)
- Gator Run & Library Park shelter replacement
- Artificial Turf replacement- Regional rinks 2&4 (In Progress)
- Exercise stations along pathway at Regional Park (In Progress)
- Renovation of two soccer fields to artificial turf at Vista Park (In Progress)
- Gator Run playground replacement (In Progress)
- Regional Park South playground replacement (In Progress)
- Tequesta scoreboards
- Additional bleacher by artificial turf fields at Tequesta
- Foul ball netting at Vista softball
- Water bottle fill stations at parks
- New building and field signage at athletic parks (new design)
- Vehicle charging stations at Regional, Tequesta and Vista Parks (Completed)

### Fiscal Year 2024 +

- Vista playground replacement & shade canopy
- Regional Park North playground replacement
- Windmill Ranches playground replacement







### 3.1.2. Programs and Events

#### City Sports Programs

The sports programming for the City of Weston is performed in a quite unique method. Recreation programming of sports are coordinated and partnered through a written agreement with the Weston Sports Alliance, Inc. The Weston Sports Alliance is made up of 11 organizations to act as the coordinating body for the usage distribution of the City’s athletic fields and other sports facilities for approximately 9,000 registered participants from all the sports leagues . The organizations include (American Youth Soccer Organization, FFF Academy Inc., Okapi Wanderers Rugby Football Club Inc., Weston Athletic League, Weston Explosion, Weston FC Inc., Weston Field Hockey Club Inc., Weston Travel Ball, Weston Warrior Lacrosse Club Inc., Weston Warriors Sports Inc. and Weston YMCA). The agreement (see appendix E) between the City of Weston and Weston Sports Alliance was renewed in March 21, 2022. These sports programs range in availability and are offered to athletes of all ages for the chance to participate in over ten rec/travel sports.

WESTON ATHLETIC PROGRAMS PARTICIPATION						
SPORT	LEAGUES	2018	2019	2020	2021	2022
Baseball, Softball & T-Ball	Weston Athletic League (WAL) (rec/travel)	511	451	352	223	381
	YMCA Baseball/T-Ball	152	119	113	162	250
	Weston Explosion Fast Pitch Softball (rec/travel)	147	148	127	322	171
	Weston Travel Ball (WTB) (travel)	380	380	191	382	381
Basketball	YMCA	563	440	N/A	778	447
Field Hockey	Weston Field Hockey	150	143	138	180	204
Football	YMCA Flag Football	244	363	N/A	N/A	200
	Warriors Football/Cheer (rec)	193	219	191	242	242
Lacrosse	Warriors Lacrosse (rec/travel)	126	119	168	85	126
Rugby	Okapi Wanderers (rec)	254	173	157	220	261
Soccer	AYSO Soccer (rec/travel)	3,846	3,838	1,854	3,457	3,846
	Weston FC (travel)	1,842	1,832	1,827	1,666	1,842
	FUTSOC Soccer (travel)	92	94	31	114	140
Multiple	YMCA (multiple rec sports)	691	640	341	437	520
<b>TOTAL:</b>		<b>9,191</b>	<b>8,959</b>	<b>5,209</b>	<b>7,328</b>	<b>8,491</b>

Table3.2: Weston Athletic Programs Participation. Source: Weston’s Parks and Recreation Department, Weston YMCA and Sports Alliance.



Figure 3.6: Weston FC.



Figure 3.7: Weston Explosion Travel Softball.



City Non-Sports Programs

A variety of non-sports programs are hosted within the Weston Community Center. The following is a list of programs offered:

- Bridge Program
- Chess
- Dance
- Drawing
- Karate
- Kidokinetics
- Painting
- Theater
- Spanish
- 55+ Club
- Open Play



Figure 3.8: Weston Adult program 55+ Club.

WESTON PROGRAMS PARTICIPATION			
PROGRAMS	FY2018	FY2019	FY2023
Adult Posture & Alignment Class	16	17	*0
Advanced Performance Ensemble	69	16	*0
Bridge	*0	*0	24
Buildbots Camp	5	*0	*0
Buildbots Robotics	24	*0	*0
Cartoon Workshop	*0	46	*0
Chess Art	62	71	*0
Code Explorers	65	60	*0
Fun in Spanish	81	72	*0
Karate	236	249	43
Kidokinetics	55	65	*0
Nike Marathon Kids Running Club	56	23	*0
Posture & Alignment	*0	27	*0
Realism Drawing	*0	6	*0
SAT Preparation	145	133	Online
Sportskinetics	19	*0	*0
Superstars Dance and Baton	90	67	*0
Kidokinetics Jr.	67	63	*0
Watercolor	44	40	*0
<b>TOTAL:</b>	<b>1,034</b>	<b>955</b>	<b>67</b>

Table 3.3: Weston Programs Participation. Source: Weston’s Parks and Recreation Department and Weston YMCA.  
\* Not offered

Table 3.3 indicates the participation numbers for these programs. Note that participation numbers are for Pre-COVID years of 2018 and 2019. The Community Center was closed for the majority of 2020 and 2021, it was reopened in 2022 for programs to be offered. Currently only Bridge and Karate program are being offered, this is the reason for low current participation numbers.



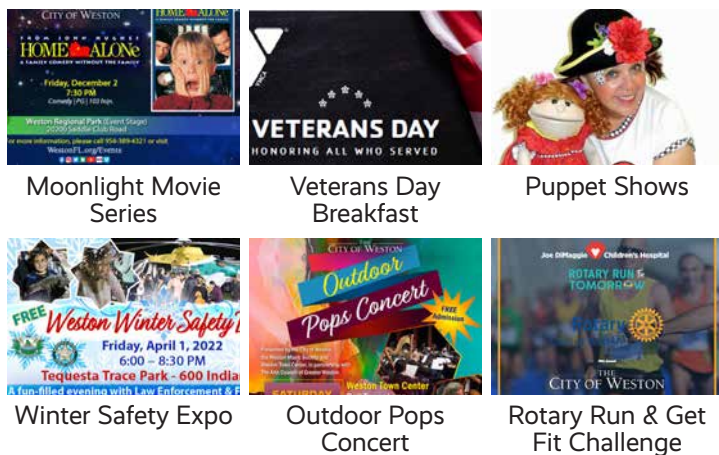
### City Events

The City of Weston offers a variety of events from concerts, art and cultural celebrations, to movies-in-the-park and more. The City partners with the Arts Council of Greater Weston to host the Student Artist Showcase, Celebrate the Arts Day, Weston Foreign Films Festival, Chalk in the Park and the Weston World Fest. Participation rates for these events are high. In particular, the World Fest has reached 4,000 participants in recent past years.

The City also hosts or co-hosts numerous recurring events throughout the year. The following is a list of these:



- Moonlight Movie Series
- Magic Shows
- Puppet Shows
- Veterans Day Breakfast
- Weston Nights Concert Series
- Rotary Run & Get Fit Challenge
- Winter Safety Expo
- Symphony Concert
- Outdoor Pops Concert
- Community CPR Day
- Royal Bunny Egg Hunt
- Earth Day



The following chart lists the various events, their corresponding attendance, and the event expenses.

City Sponsored Events (2022)	Attendance	Expense
Weston Nights Concert Series	3,800	\$103,925
Chalk in the Park	250	\$4,852
Mayor's Chess Challenge	200	\$1,587
Moonlight Movies	2,150	\$29,052
July 3rd Fireworks Celebration	10,000	\$121,577
July 4th Hometown Parade	4,000	\$31,288
Earth Day, the Weston Way	250	\$18,816
Royal Egg Hunt	4,000	\$32,545
<b>TOTAL:</b>	<b>24,650</b>	<b>\$343,642</b>

City Co-Sponsored Events (2022)	Attendance	Expense
Rotary Run & Fitness Festival	5,000	\$11,772
Veterans Day Breakfast	400	\$4,900
July 4th 5k	1,400	\$12,656
Celebrate the Arts	2,000	\$15,780
Weston World Fest	5,000	\$32,778
Student Artist Showcase	250	\$3,817
Winter Safety Expo	5,000	\$37,960
Dance Fever Decades Party	300	\$6,937
Outdoor Pops	500	\$27,873
<b>TOTAL:</b>	<b>19,850</b>	<b>\$154,473</b>

Table 3.4: Special Event Attendance and Expense. Source: Weston's Parks and Recreation Department.





## Weston Racquet Club Programs

At the Weston Racquet Club, numerous programs centered around racquet sports are available. The club’s amenities currently include:

- 15 Har Tru Courts
- 1 Hard Court
- 4 Pickleball Courts
- 2 Padel Courts
- Pro Shop
- Locker Rooms
- Covered Spectator Terrace

The Following is a list of programs offered:

- Adult Tennis
- Junior Tennis
- Academy Program
- Pickleball 101
- Pickleball 201
- Drop in Clinics
- Dink ‘N Drink
- Padel
- Sports Camps
- (grouped by age & level)
- Special Events

Year	Membership by Month	Total
2021	October	735
2021	November	766
2021	December	801
2022	January	803
2022	February	818
2022	March	831
2022	April	836
2022	May	813
2022	June	790
2022	July	784
2022	August	782
2022	September	791
<b>AVERAGE TOTAL:</b>		<b>796</b>

Table 3.5: Weston Racquet Club Monthly Membership.

## YMCA Programs

The City of Weston is home to one of the many YMCA facilities in South Florida. The Weston YMCA Family Center is in Weston Regional Park on land leased by the YMCA of South Florida. The facility provides the residents and non-resident members with several services and activities based on a membership fee model. It includes a fitness center, indoor gymnasium, pool, splashpad and multipurpose rooms. The YMCA offers a variety of classes, activities, after school programs, summer camps and overall health and wellness solutions. Such offerings include aqua fitness, yoga, spinning, karate, personal training. The facility also provides physical therapy and wellness programs through its sublease to the Cleveland Clinic hospital.

See Appendix G for YMCA Operator Agreement

YMCA ATHLETIC PROGRAMS PARTICIPATION				
SPORT	2017	2018	2019	2022-2023
Basketball (All Programs)	565	563	440	778
Volleyball (All Programs)	338	258	299	108
Flag Football (All Programs)	316	244	363	200
Baseball (All Programs)	190	152	119	250
<b>TOTAL:</b>	<b>1,409</b>	<b>1,217</b>	<b>1,221</b>	<b>1,336</b>

Table 3.6: YMCA Athletic Programs Participation

YMCA PROGRAMS PARTICIPATION			
PROGRAMS	2017-2018	2018-2019	2019-2020
After School	158	178	132
Little Explorers	13	34	27
Swim Lesson	1,079	2,346	2,324
<b>TOTAL:</b>	<b>1,250</b>	<b>2,558</b>	<b>2,483</b>

Table 3.7: YMCA Programs Participation







## 3.2. Level of Service Analysis

### 3.2.1. Acreage LOS

Acreage LOS evaluates the total amount of park acreage a community has when compared with its current and projected population expressed in acres per 1,000 residents. There are two overall park and recreation statutory standards which govern the City of Weston: County's requirement for three (3) acres of recreational use per 1,000 residents population to satisfy the requirements of the Broward County Land Use Plan and the requirement of six (6) acres of recreational use per 1,000 residents population to satisfy the adopted 2017 Comprehensive Plan Recreation and Open Space Element standards.

Figure 3.9 below shows that based upon the City's current (2020) estimated population of 67,438, the Citywide level of service including conservation wetland areas is 28.3 acres per 1,000 residents. The citywide level of service without conservation wetland areas is 3.53 acres per 1,000 residents. Without the conservation wetland areas, standards for the County are fulfilled but not the City standard. Based on the 2035 projected City population of 75,685, the future population level of service including conservation areas is 25.54 acres per 1,000 residents. The future population level of service without conservation areas is 3.18 acres per 1,000 residents. Existing Parks and Recreation Facilities will continue to meet both the County and the City's 2035 Recreation and Open Space Element requirements when including the conservation wetland areas.

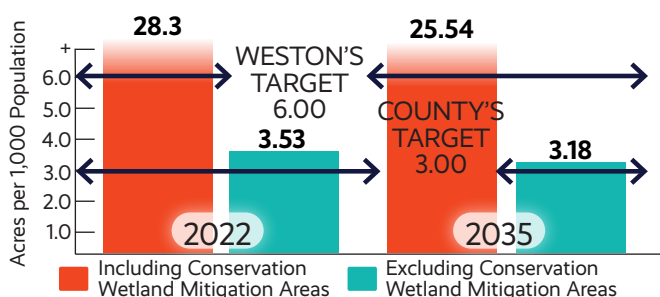


Figure 3.9: Park System Acreage Level of Service

### 3.2.2. Access LOS

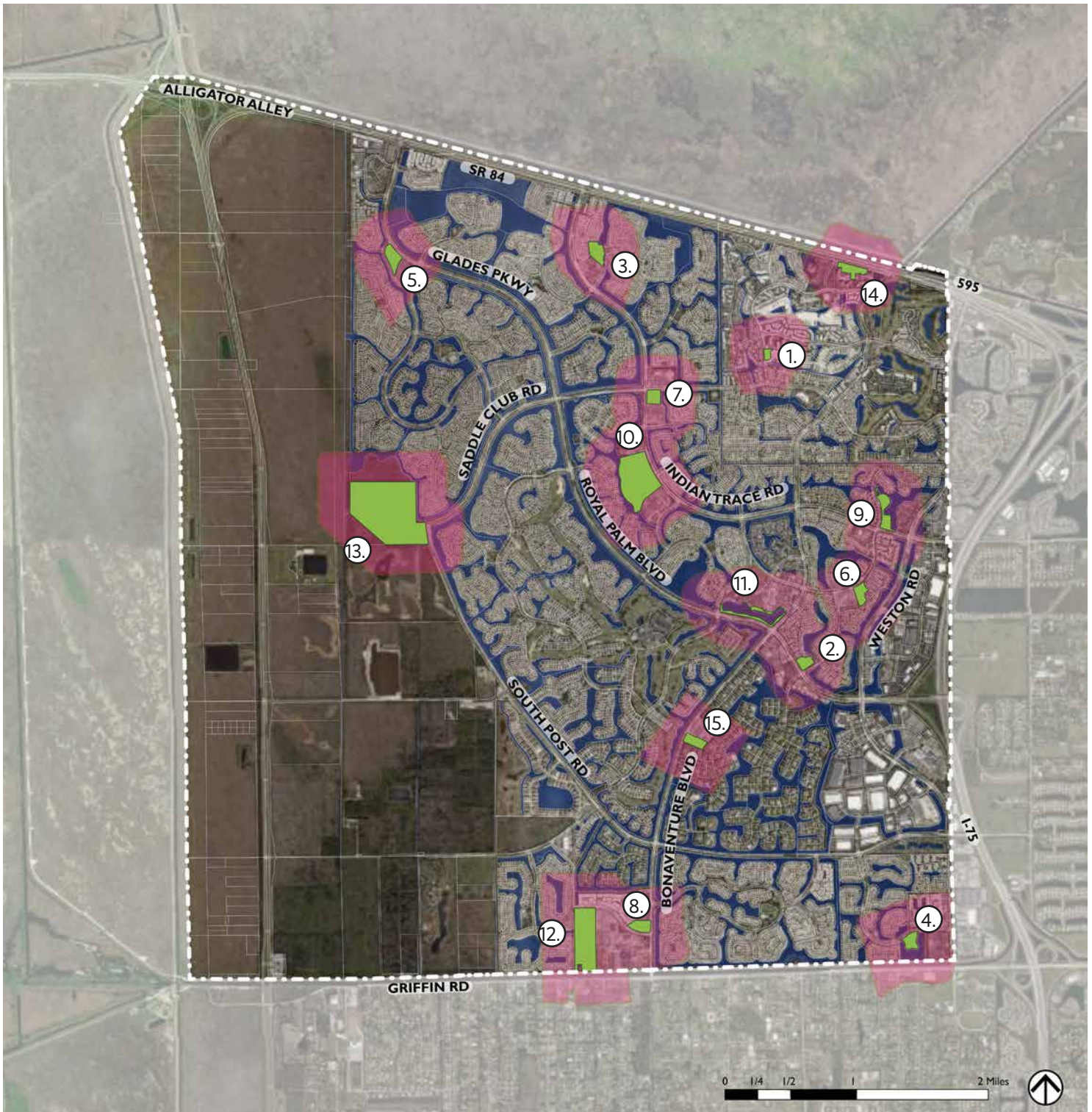
The analysis of equitable access to park facilities for all residents is key component of a PRMP. One crucial part of the Levels of Service (LOS) Analysis is conducting the Access LOS. The Access LOS is determined by conducting a heat map showcasing one-quarter distance surrounding parks, green spaces and trails. The map represents resident's access to a park, green space and or trail within a 5-minute walk. The importance of residents having a safe, convenient access to parks is vital to a community's success.

Parks are geographically well distributed throughout Weston. The following Park Walkability Study was conducted to assess each park's 1/4 mile (5-min walking time) coverage of the City (Parkshed) see Figure 3.10. After conducting the Park Walkability (5-min Parkshed) study, the results indicated that the majority of Weston residents live within a 5-minute walk from a park or trail. On Figure 3.13 depicts how many of the residents who are not within a 5-min walk from a City park or trail live within gated communities that provide private parks and amenities.




The City has shown a large investment towards creating and developing bikeways. The City's 2013 Bicycle Master Plan (BMP) outlines the goals of bicycle connectivity. Current construction projects, Weston Road Mobility Project and SR 84 Shoulder Widening, scheduled to be completed in April 2023, were identified in the BMP as key to providing bike lane connectivity to Markham County Park. Figure 3.11 displays how bikeways are throughout the entire city, thereby creating accessibility for all kinds of transportation. As part of the Access LOS analysis, a bikeability study was included (see Figures 3.12 and 3.14). An average paced 6-min bike ride covers approximately one mile. After conducting the Park Bikeability (6-min Parkshed) study, the results indicated that nearly all residents live within a 6-min bike ride from a park or trail.



## City Park Walkability (5-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  City Park Coverage  
5-minute Walking Distance

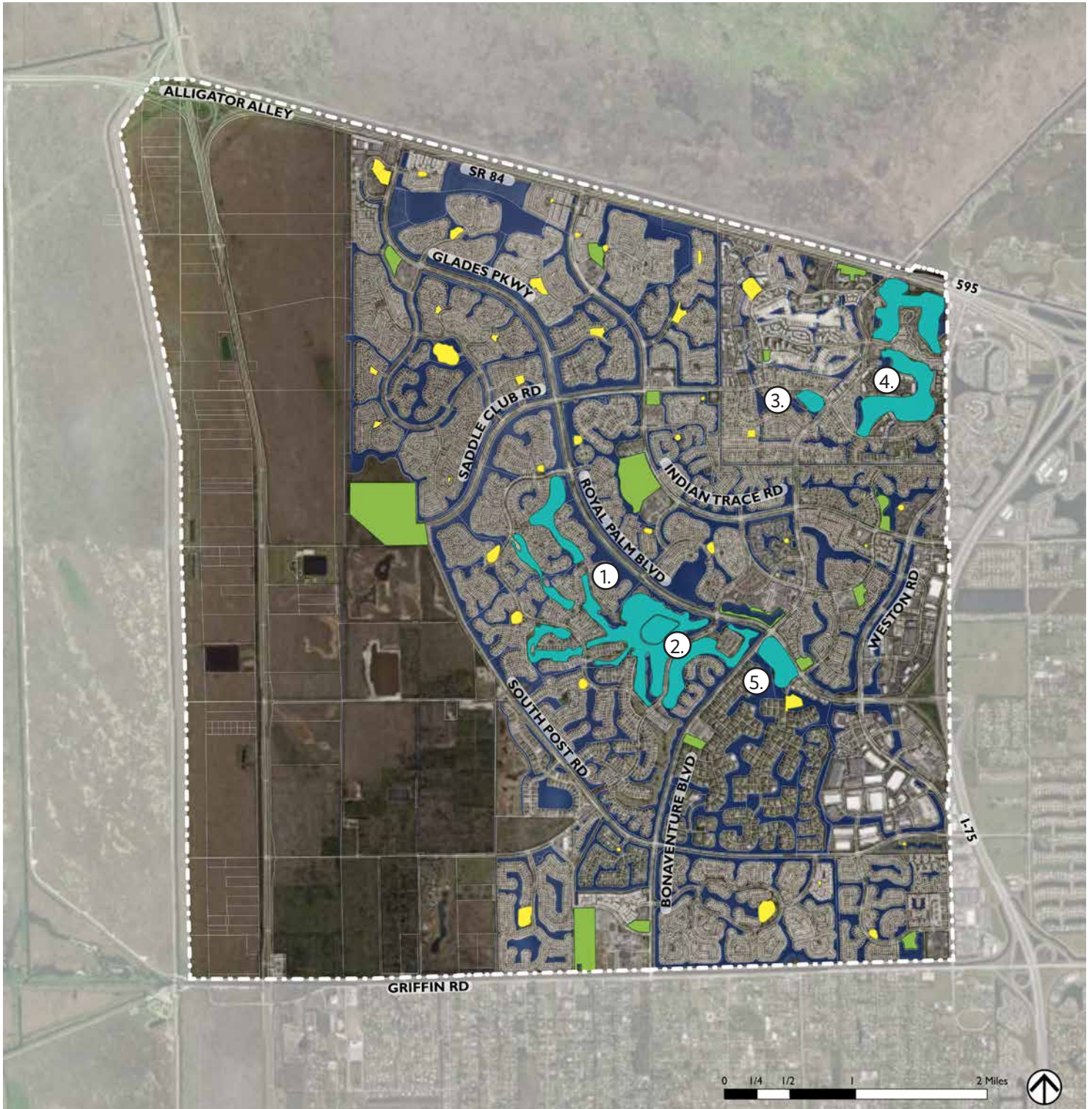
- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

Figure 3.10: City Park Walkability (5-min Parkshed)





## City & Private Amenities Map



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

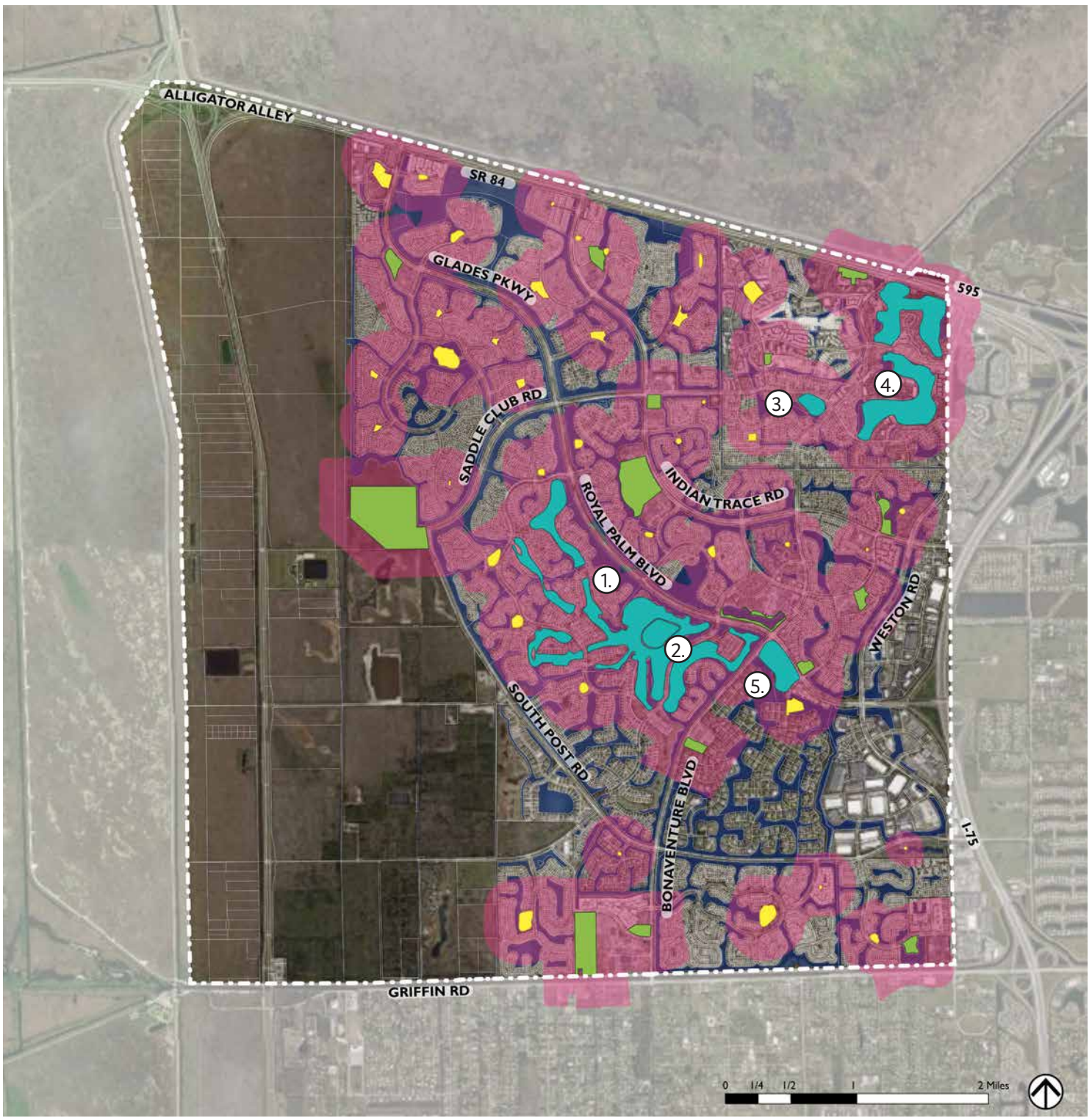
1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.11: City & Private Amenities Map





## City and Private Amenities Walkability (5-min Parkshed)



**LEGEND:**






-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities
-  City Park / Private Community Amenity / Private Amenity Coverage 5-minute Walking distance
- 1. Weston Hills Golf Course
- 2. Weston Hills Country Club
- 3. Bonaventure Town Center Club
- 4. Bonaventure Golf Club
- 5. Midtown Athletic Club

Figure 3.12: City and Private Amenities Walkability (5-min Parkshed)













## City Bike and Pedestrian Paths Map



**LEGEND:**

- |   |                             |   |                  |
|---|-----------------------------|---|------------------|
|   | City of Weston Boundary     |  | Sidewalk         |
|  | City Parks                  |  | Shared Use Path* |
|  | Private Amenities           |  | Bike Lane        |
|  | Private Community Amenities |  | Paved Shoulder   |

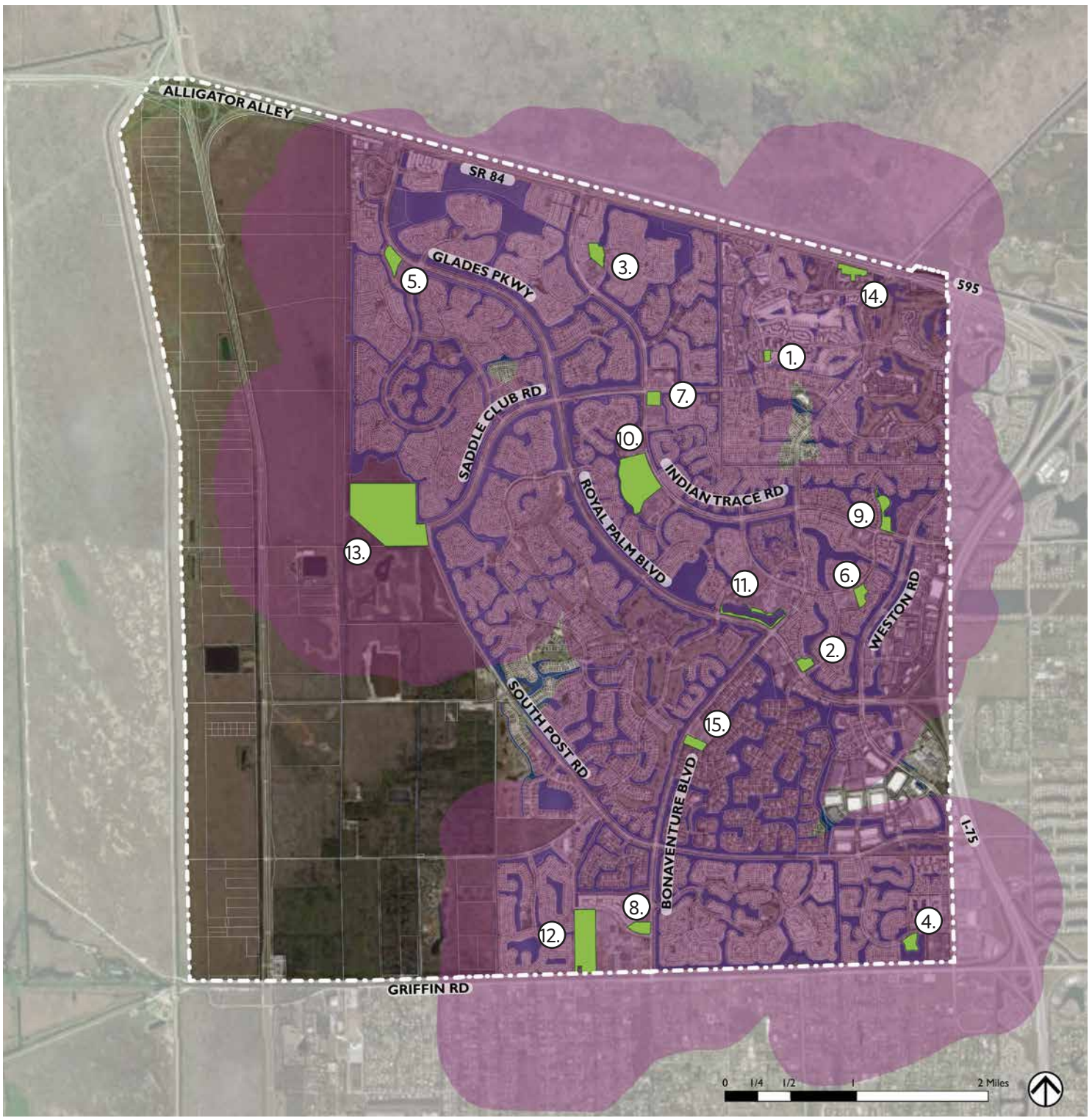
\* Shared Use Path: According to Weston BMP, a shared use path is a paved facility that does not allow for motorized vehicles. Typically, shared use paths are eight to 12 feet in width.

Figure 3.13: City Bike and Pedestrian Paths Map





### Park Bikeability (6-min Parkshed)



**LEGEND:**

City of Weston Boundary

City Parks

City Park Coverage  
6-minute Bike Ride Distance

- |                         |                          |
|-------------------------|--------------------------|
| 1. Bonaventure Park     | 9. Peace Mound Park      |
| 2. Country Isles Park   | 10. Tequesta Trace Park  |
| 3. Eagle Point Park     | 11. Town Center Park     |
| 4. Emerald Estates Park | 12. Vista Park           |
| 5. Gator Run Park       | 13. Weston Regional Park |
| 6. Heron Park           | 14. Weston Racquet Club  |
| 7. Indian Trace Park    | 15. Windmill Ranch Park  |
| 8. Library Park         |                          |

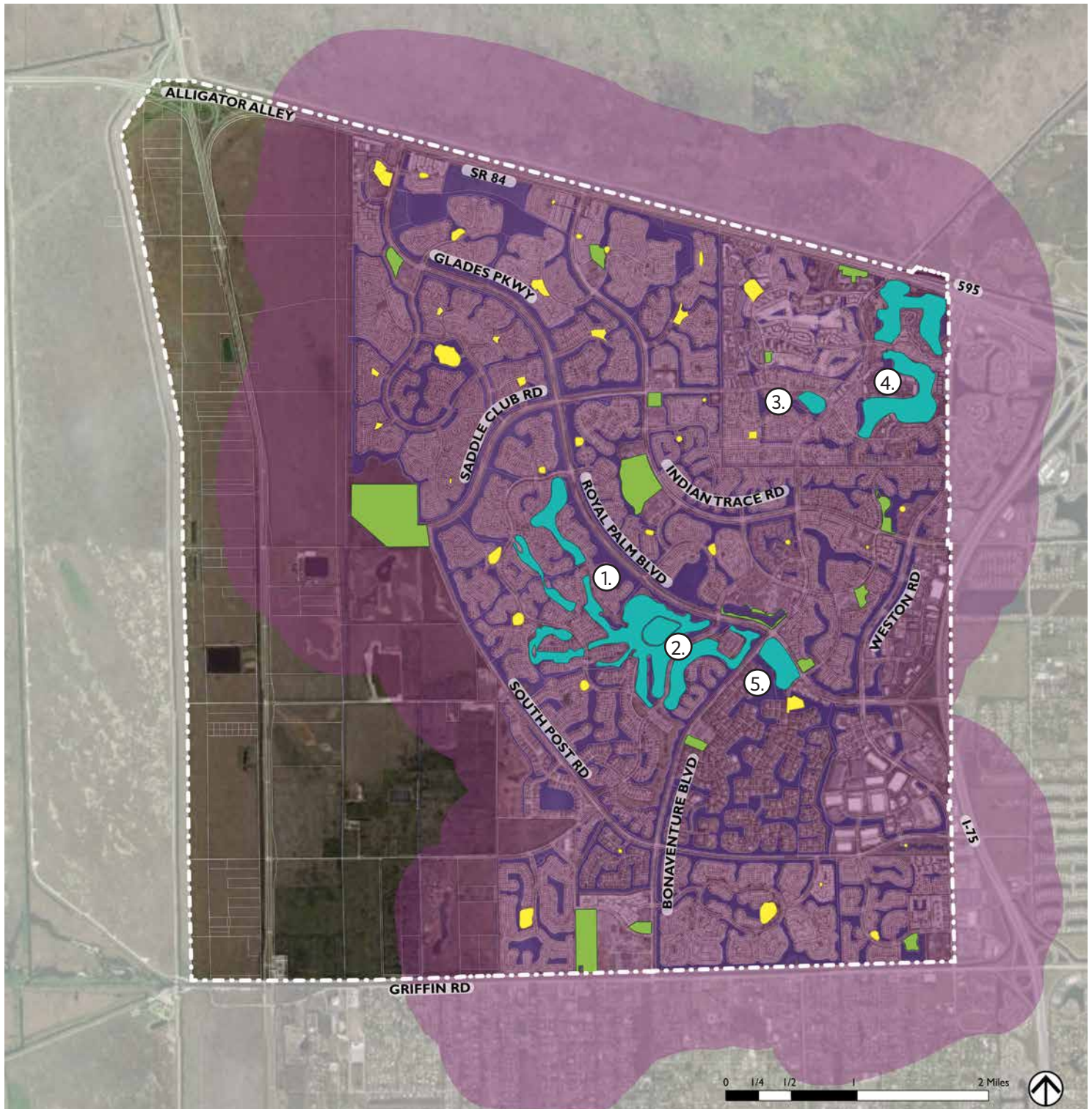
Figure 3.14: Park Bikeability (6-min Parkshed)












## City and Private Amenities Bikeability (6-min Parkshed)



**LEGEND:**

-  City of Weston Boundary
-  City Parks
-  Private Amenities
-  Private Community Amenities

-  City Park / Private Community Amenity / Private Amenity Coverage 6-minute Bike Ride Distance

1. Weston Hills Golf Course
2. Weston Hills Country Club
3. Bonaventure Town Center Club
4. Bonaventure Golf Club
5. Midtown Athletic Club

Figure 3.15: City and Private Amenities Park Bikeability (6-min Parkshed)





### 3.2.3. State Comprehensive Outdoor Recreation Plan (SCORP) Benchmarks

The Statewide Comprehensive Outdoor Recreation Plan (SCORP) is the state’s official document regarding outdoor recreation planning. The SCORP is produced every five years and work on the 2023 SCORP is being finalized. This guideline provides level of service ranges based on the number of recreation facilities present in a region and the number of users/participants annually. The participation quantity selected for use in Weston was determined from City inventory, community input received during workshops and from public surveys. The level of service is based on the number of facilities, length, or holes, in the case of golf, for each activity per 1,000 participants. Therefore the formula is:

$$\# \text{ of facilities} / (\# \text{ of participants} / 1,000)$$

Weston is providing an above average quantity of facilities in comparison to the level of service averages for the State. The SCORP activities involved in this study include: fitness walking and jogging, swimming in an outdoor pool, tennis, football, baseball and softball, basketball, soccer and golf. In all but one category, the City of Weston scored higher than the State regional averages. Swimming Outdoor Pool has a level of service rating of .034 while the State regional average is slightly higher at .059. All other categories not only reach the standard level of service but even double or triple the average.

SCORP Population Guidelines for Outdoor Recreation Activities						
Activity	Facility Type	Number of Facilities	Participants Annually	Weston Level of Service	SCORP Level of Service 2016	SCORP Level of Service 2025
Fitness Walking/ Jogging	Trail (In miles)	7.75	45,764.35	0.169	0.024	0.018
Swimming Outdoor Pool *	Pool	1	29,371.15	0.034	0.059	0.045
Tennis	Field	17	15,710.15	1.082	1.03	0.78
Football/Rugby	Field	22	14,344.05	1.534	0.27	0.2
Baseball/ Softball	Field	21	14,344.05	1.464	0.65	0.49
Basketball	Court	9	9,562.7	0.941	0.83	0.63
Soccer	Field	11	15,710.15	0.700	0.09	0.07
Golf**	Course	36	15,027.1	2.396	1.63	1.23

\* Outdoor pool located at YMCA in Regional Park

Although this standard is not met by City facilities, Weston is composed of many gated communities that include private pools for its residents

\*\* Includes Public and Private Courses

LEGEND:

 Meets Benchmarks       Below Benchmarks

Table 3.8: SCORP Population Guidelines for Outdoor Recreation Activities







### 3.2.4. National Recreation and Parks Association (NRPA) Benchmarks

The National Recreation and Parks Association (NRPA) reports various standards and benchmarks in their Park Metrics Agency Performance Report for parks and recreational programs. The benchmarks and standards are grouped by city size and population. The City of Weston fits into the group designated with a population between 50,000 and 70,000. In comparison to the NRPA benchmark for facilities, the quantity of recreational facilities within the City is adequate for most active uses such as sports fields and courts. The City, however, is below the median for the following: playgrounds, dog park, swimming pools, soccer/football field, community gardens, recreation centers, community centers, teen centers, senior centers and nature centers.

City Facilities Required to meet NRPA Benchmarks		
Type of Facility	Weston	Median for Jurisdictions between 50,000 and 70,000 Population
*Playgrounds/Totlots	12	22
Basketball Courts	9	8
Tennis Courts (outdoor only)	17	11
Baseball Fields	21	21
Rectangular Fields: Multi-Purpose	9	5
**Dog Park	0	1
*Swimming Pools (outdoor only)	0	2
Soccer/Football Field	5	15
Pickleball (outdoor only)	12	6
**Community Gardens	0	1
Multi-Use Courts - Basketball, Volleyball	4	3
Multipurpose Synthetic Field	8	2
Recreation Centers	0	2
Community Centers	1	2
Teen Centers	0	1
Senior Centers	0	1
Performance Amphitheater/ Outdoor Stage	2	1
Nature Centers	0	1

\* Although this standard is not met by City facilities, Weston is composed of many gated communities that host private pools and playgrounds for its residents.

\*\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

#### LEGEND:

<span style="display: inline-block; width: 20px; height: 10px; background-color: #c6e0b4; border: 1px solid black;"></span> Meets Benchmarks	<span style="display: inline-block; width: 20px; height: 10px; background-color: #f4cccc; border: 1px solid black;"></span> Below Benchmarks
--	--

Table 3.9: City Facilities Required to meet NRPA Benchmarks





### 3.2.5. City Facilities Comparative Study

In addition to SCORP and NRPA standards, a comparative study was performed to nearby and comparable cities. In comparison to nearby cities, the quantity of recreational facilities within Weston is comparable for the following: baseball fields, rectangular fields multi-purpose, pickleball, multipurpose synthetic field, volleyball courts, performance amphitheater/outdoor stage and stadium. The City, however, is below the comparable margin for the following: playgrounds, basketball courts, tennis courts, dog park, swimming pools, soccer/football field, multi-use courts, community centers and recreation centers.

City Facilities Comparative Study							
City:	Weston	Plantation	Sunrise	Tamarac	Parkland	Wellington	AVERAGE
<b>Population:</b>	68,107	91,750	97,335	71,897	34,670	61,637	70,899
<b>Area in Square Miles:</b>	26.1	22.05	18.12	12.08	14.25	45.41	23
<b>Population Density:</b>	2,609	4,161	5,372	5,952	2,433	1,357	3,647
<b># of City Parks:</b>	15	42	17	16	9	38	24
Playgrounds/Totlots	12	35	8	8	6	20	15
Basketball Courts	9	19	11	4	4	16	11
Tennis Courts (outdoor only)	17	46	21	2	10	35	22
Baseball Fields	21	25	11	5	9	19	15
Rectangular Fields: Grass Multi-Purpose	9	2	10	4	11	3	6
Dog park *	0	1	1	1	1	1	1
Swimming Pools (outdoor only)	0	2	5	1	0	1	2
Soccer/Football Fields	11	18	9	7	21	15	14
Pickleball (outdoor only)	12	13	0	2	4	4	5
Community Gardens / Butterfly *	0	0	1	0	1	1	1
Multi-Use Courts (Basketball, Volleyball)	4	18	0	1	9	4	6
Multipurpose Synthetic Fields	4	1	2	0	2	4	2
Beach Volleyball Courts	4	2	1	1	4	6	3
Community Centers	1	3	2	2	1	1	2
Recreation Centers	0	2	2	2	0	0	1
Outdoor Performance Amphitheater/ Stage	2	0	1	1	1	1	1
Stadium	1	1	0	0	0	1	1

\* Barkham at Markham Dog Park (partially funded by City of Weston) and Community Garden located at Markham County Park

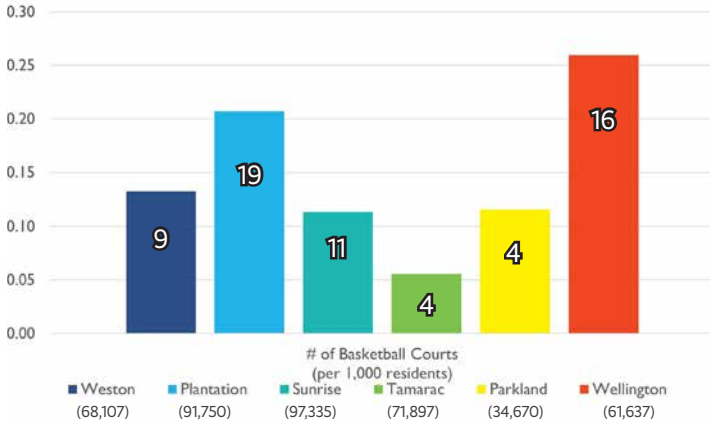
**LEGEND:**  
 Meets Benchmarks  
 Below Benchmarks

Table 3.10: City Facilities Comparative Study





Basketball Courts Comparative Study



Soccer/Football Fields Comparative Study

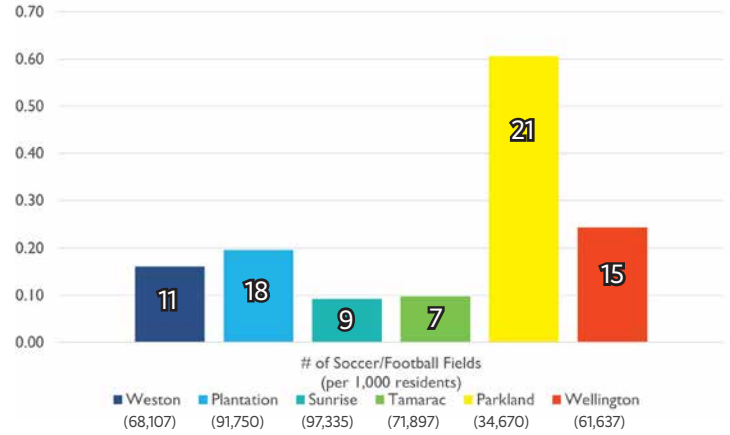
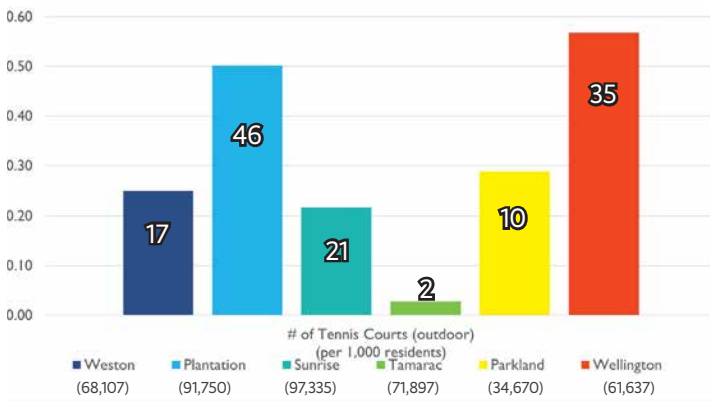


Figure 3.16: Basketball Courts Comparative Study

Figure 3.19: Soccer/Football Fields Comparative Study

Tennis Courts (Outdoor) Comparative Study



Pickleball Courts (Outdoor) Comparative Study

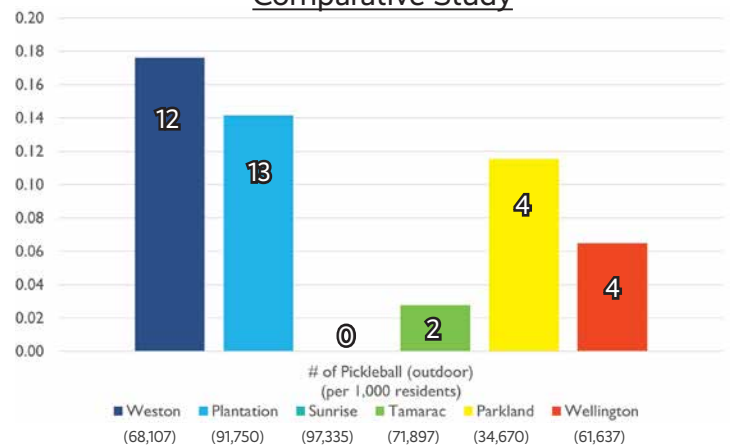
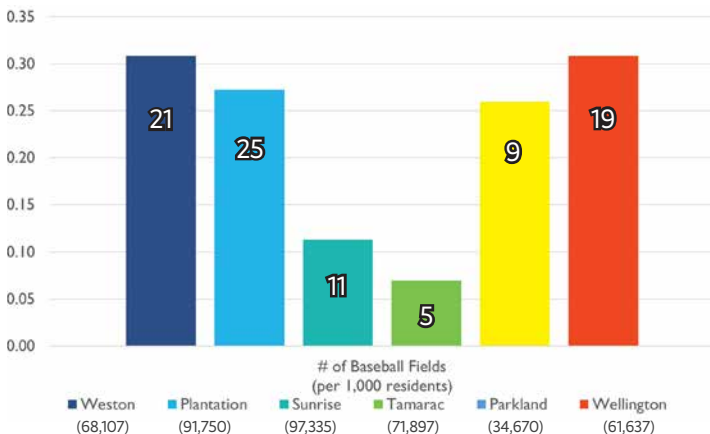


Figure 3.17: Tennis Courts (Outdoor) Comparative Study

Figure 3.20: Pickleball Courts (Outdoor) Comparative Study

Baseball Fields Comparative Study



Multi-Use Courts (Basketball, Volleyball) Comparative Study

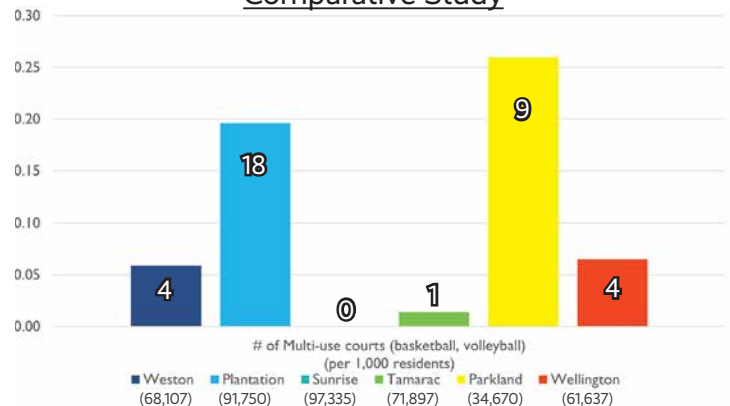


Figure 3.18: Baseball Fields Comparative Study

Figure 3.21: Multi-Use Courts (Basketball, Volleyball) Comparative Study



**Multipurpose Synthetic Fields Comparative Study**

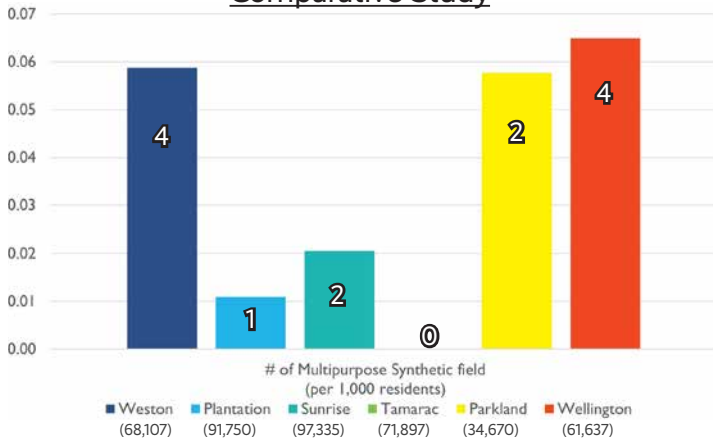


Figure 3.22: Multipurpose Synthetic Fields Comparative Study

**Community Centers Comparative Study**

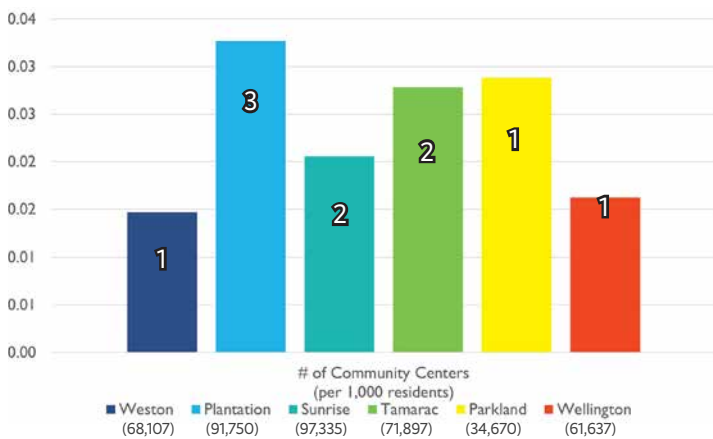


Figure 3.23: Community Centers Comparative Study

**Recreation Centers Comparative Study**

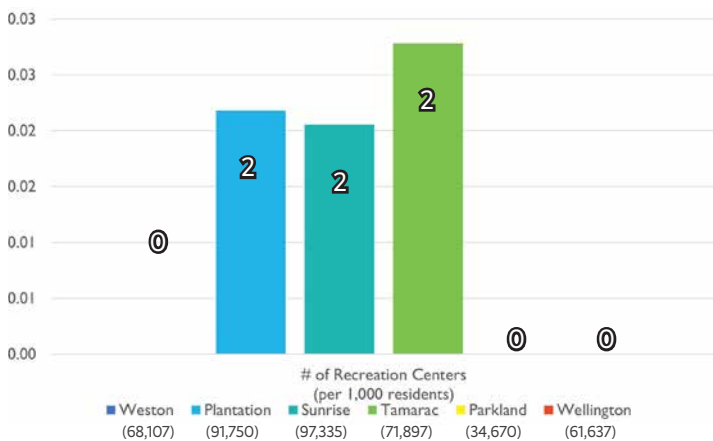


Figure 3.24: Recreation Centers Comparative Study

**Indoor Recreational Space**

Community and Recreation Centers are an excellent resource for residents. They are often the heart and soul of the community. When considering indoor recreational spaces offered by a municipality, the greater good and benefit should be considered no matter the City’s demographical or economic makeup. The benefits of indoor recreational spaces correlate to the community’s quality of life. There are many benefits that indoor recreational spaces offer.

The following are core benefits to consider:

- **Healthier Longevity:** Studies show that people who exercise regularly have lower blood pressure, delayed onset of diabetes, lower heart disease rates and overall increased longevity. The health benefits of recreation centers expand from children to seniors.
- **Lowers Stress:** Stress is said to be one of the leading causes of health problems. Studies indicate that people who participate in recreational activities are more resilient to stress and experience better mental health.
- **Beneficial to Families:** Couples and families that play together tend to stay together. Family ties are improved by spending leisure time with each other.
- **Crime Prevention in Children:** A critical benefit of community recreation centers is their impact on juvenile crime. According to a report by the NRPA, adolescents who don’t participate in afterschool activities are 27 percent more likely to be arrested. Drug use is 49 percent more likely among this group as well.
- **Property Value Increase:** Park systems and Recreation centers are a driver of property value increases. According to NRPA studies, homes within a quarter mile of a park are 10 percent more valuable on average.
- **Alert and Present Employees:** Employers can realize the power of recreation centers through their role in the health and wellness of employees. Statistics show that engagement in these programs can effectively build a strong and productive workforce. Various studies have indicated that employees who exercise regularly used almost half as many absences as employees who did not engage in physical activity. Employees who had actively paid for membership for physical recreation are more alert on the job, faster learners and perform better in their roles.
- **Cultural Diversity:** Participating in group activities







can help increase cohesion among members of a community. Many community recreation centers have programs that highlight diversity and educate community members.

- **Elevated Student Performance:** Recreation center programs can be a critical part of increasing the likelihood of student achievement. Afterschool programs can positively impact classroom behavior, test scores and reading & math achievement. Afterschool programs have also been shown to enhance experiential learning.
- **Child Care:** Many recreation centers have included areas for after school childcare to keep kids out of an empty home while the parents are working. This time period, roughly between 3-6 pm, is a peak time for juvenile crime. According to a study by the YMCA of USA, teens who do not participate in after school programs are three times more likely to skip classes, experiment with drugs, alcohol and be sexually active.
- **Public Safety:** Among the great programs offered at recreation centers throughout the country, ones that promote safety, including CPR and first aid classes, are among the most important. Many recreation centers offer swimming lessons, along with classes on water safety. Additionally, recreation centers provide a meeting space for community members to discuss important issues such as crime prevention and disaster preparation.
- **Increase Tourism:** Sports facilities associated with larger recreation centers can hold sports tournaments that can bring people from neighboring Cities and states. These visitors can help bring more revenue into a city a few times a year. Over time, sports tourism can drive revenue increases that have a tremendous impact on a community's economy.

A deeper look into indoor recreational spaces was performed within the comparative study. Weston was compared to similar nearby cities in terms of indoor spaces and the types of amenities within those indoor spaces. Compared to the nearby cities, Weston had the lowest square feet of indoor space by a substantial amount. Ranked highest in indoor space from largest to smallest were the following: Sunrise (195,689 sf), Plantation (70,250 sf), Tamarac (49,966 sf), Wellington (28,000 sf), Parkland (24,700 sf) and Weston (7,376 sf).

The importance of analyzing indoor recreational space is to find current indoor spatial needs for recreational programs and events and to better plan for future population needs. When looking into the different types of indoor amenities offered by nearby cities, Weston lacks meeting spaces, event spaces, arts and crafts dedicated spaces, fitness oriented spaces and flexible spaces.

Another comparative study performed was of programs offered by nearby cities. Compared to the other similar cities, Weston typically has half of the programs. While Weston focuses on sports programs through the Sports Alliance, it needs improvement on non-sports related programs. The lack of indoor recreational space is a great contributor to this. For example, the current Community Center has only three (3) multipurpose rooms that can be opened up to one (1) large one. The remaining portion of the building space is for the Parks and Recreation Administration offices.

Although Weston lacks public City-own indoor space, one has to understand the nature of the City itself. The City of Weston has a contractual form of management in where the City runs through major service providers and twelve (12) City employees. Weston is also formed of an array of gated communities and "districts", each having their own recreational amenities, such as Bonaventure Town Center Club and Savanna Commons. Another significant private recreational indoor space is Weston YMCA Family Center, located at Regional Park; it offers fitness classes, adult and youth sports and an outdoor aquatics center. In summary, Weston's private recreational facilities have improved their programs and indoor space offerings, but they fall short of meeting the National Recreation and Parks Association's standards. Additionally, these facilities are usually more expensive for residents than comparable municipal options.

Source: Why a Recreation Center? | Sports Facilities Advisory. <https://sportsfacilities.com/11-benefits-of-a-community-recreation-center/>





City Community and Recreation Center Comparative Study				
City:	Name of Community/ Recreation Center	Area (SF)	Total Indoor Space (SF)	Amenities
<b>Weston</b>	Weston Community Center	7,376	<b>7,376</b>	Multi-purpose rooms, P&R Department offices
<b>Plantation</b>	Central Park Multi-Purpose Building	26,560	<b>70,250</b>	Basketball Court, Gymnasium, Gameroom, Fitness Center, Locker & Shower Facilities, five (5) Classrooms, P & R Administration Offices
	Deicke Auditorium	8,345		Four (4) Event Rental Rooms, Kitchen
	Jim Ward Community Center	16,000		Four (4) Large Meeting Rooms, Cardio/Fitness Room, Aerobic/Dance Room, Technology Center, Prep Kitchen
	Plantation Community Center	11,000		Cardio/Fitness Center, Aerobic/Dance Room, Three (3) Meeting Rooms, Warming Kitchen
	Volunteer Park Community Center / Banquet Hall	8,345		Large Reception Hall, Three(3) Conference Rooms, Commercial Kitchen, Raised Stage & Dressing Rooms
<b>Sunrise</b>	Flamingo Park (2 bldgs.)	5,100	<b>195,689</b>	Meeting Room (150 people capacity)
	Nob Hill Soccer Club Park	11,000		Meeting Room
	Sunrise Athletic Complex	15,000		Indoor Basketball, Gymnasium
	Sunrise Civic Center	100,000		Gymnasium, Meeting Room, Art Gallery, Grand Ballroom (5,429 sf), Theater (296-seat), Amphitheater
	Sunrise Senior Center	16,000		Multi-purpose room, Commercial Grade Kitchen, Gameroom, Computer Room, Exercise Studio, Arts and Crafts Room, Open Air Patio
	Village Civic Center	25,282		Meeting Rooms: 100 Seating Capacity, theater style or banquet style seating
	Village Multi-Purpose Center Gym	20,664		Classrooms, Gymnasium
	Welleby Park	2,643		(Community Room Building) Meeting Room
<b>Tamarac</b>	Tamarac Community Center	25,000	<b>49,966</b>	Gym, a ballroom with two dressing rooms and a kitchen, two restrooms/ locker rooms, two aerobics exercise rooms, nine offices and three rooms that function as a computer lab, arts and crafts room and meeting room
	Tamarac Multipurpose Center	16,466		Gym, two offices, three restrooms and five rooms that function as a teen room, multipurpose room and meeting rooms
	Tamarac Recreation Center	5,500		Two offices, one industrial teaching kitchen, two multipurpose rooms, one arts and crafts room, one game room and one aerobics room.
	Caporella Fitness Center	3,000		Wellness Center
<b>Parkland</b>	Parkland Recreational and Enrichment Center	24,700	<b>24,700</b>	Full-Court Basketball Gymnasium w/ Stage & Bleachers, Dance Room, Multi-Purpose Rooms
<b>Wellington</b>	Wellington Community Center	28,000	<b>28,000</b>	Grande Ballroom (4,350 sf), 2nd Floor Veranda Deck, Lake View Room (2,900 sf), Two (2) Kitchens, Outdoor Patio, Panther Room (927 sf), Sailfish Meeting Room (715 sf), Everglades Wet Room (686 sf)

Table 3.11: City Community and Recreation Centers Comparative Study



City Program Comparative Study					
City:	Programs				
<b>Weston</b> (34) Programs	<ul style="list-style-type: none"> <li>Academy Program (Tennis)</li> <li>Adult Posture &amp; Alignment Class</li> <li>Adult Tennis</li> <li>Advanced Performance Ensemble</li> <li>AYSO Soccer</li> <li>Bridge</li> </ul>	<ul style="list-style-type: none"> <li>Buildbots Camp</li> <li>Buildbots Robotics</li> <li>Cartoon Workshop</li> <li>Chess Art</li> <li>Code Explorers</li> <li>Dink 'N Drink</li> <li>Drop in Clinics (Tennis)</li> </ul>	<ul style="list-style-type: none"> <li>Fun in Spanish</li> <li>FUTSOC Soccer</li> <li>Junior Tennis</li> <li>Karate</li> <li>Okapi Wanderers</li> <li>Open Play</li> <li>Padel</li> </ul>	<ul style="list-style-type: none"> <li>Pickleball 101</li> <li>Pickleball 201</li> <li>Posture &amp; Alignment</li> <li>Realism Drawing</li> <li>Sports Camp (Tennis)</li> <li>Superstars Dance and Baton</li> <li>Warriors Football/Cheer</li> </ul>	<ul style="list-style-type: none"> <li>Warriors Lacrosse</li> <li>Watercolor</li> <li>Weston Athletic League</li> <li>Weston Explosion</li> <li>Weston FC</li> <li>Weston Field Hockey</li> <li>Weston Travel Ball</li> </ul>
<b>Plantation</b> (87) Programs	<ul style="list-style-type: none"> <li>Adult Cardio Tennis</li> <li>Adult Swim Lessons</li> <li>Art Academy</li> <li>Ballet &amp; Jazz</li> <li>Basketball</li> <li>Beginner -IV Swim Lessons</li> <li>Bingo</li> <li>Bright &amp; Smart Robotics</li> <li>Broward County Schools Soccer League</li> <li>C.A.R.E. (Cooking, Art, Reading Enrichment)</li> <li>Central Park Breakfast Club</li> <li>Coed Kickball</li> <li>Dance</li> <li>Dance Fit</li> <li>Dances</li> <li>ESOL- English for Speakers of Other Languages</li> </ul>	<ul style="list-style-type: none"> <li>Flag Football</li> <li>G2O Fitness Class</li> <li>Goju Karate</li> <li>Golf Lessons</li> <li>Group Riding Lessons</li> <li>Guitar Lessons for Children</li> <li>Gymnastics</li> <li>Heath Lectures</li> <li>Hip Hop</li> <li>Junior Lifeguard</li> <li>Karate-Do-Shotokan</li> <li>Kid's Day Off</li> <li>KidoKinetics</li> <li>Kidstastic Corner</li> <li>Learn French</li> <li>Learn Piano</li> <li>Level I-IV Swim Lessons</li> <li>Lifeguard Training Course</li> <li>Line Dancing</li> </ul>	<ul style="list-style-type: none"> <li>Mah Jongg</li> <li>Martial Arts</li> <li>Masters Swim Team</li> <li>Matter of Balance</li> <li>MMA/Kickboxing</li> <li>Mommy &amp; Me Dance</li> <li>Monday Night Coed Softball</li> <li>Movies</li> <li>MVP Basketball Clinics / Lessons</li> <li>P.A.L. 10' Basketball</li> <li>P.A.L. Cheerleading</li> <li>P.A.L. Dynamite program</li> <li>P.A.L. Flag Basketball</li> <li>P.A.L. Fall Football</li> <li>P.A.L. Lacrosse</li> <li>P.A.L. Little League Baseball</li> <li>P.A.L. Soccer</li> <li>P.A.L. Softball</li> </ul>	<ul style="list-style-type: none"> <li>P.A.L. Summer Basketball</li> <li>P.A.L. Tackle Football</li> <li>P.A.L. Winter Baseball</li> <li>Parent/Tot I-II Swim Lessons</li> <li>Pickleball</li> <li>Plantation Major Soccer League</li> <li>Plantation Women's Soccer Club</li> <li>SCUBA Diving Lessons with Diver's Cove</li> <li>Senior Chair Exercise</li> <li>Senior Functional Fitness</li> <li>Senior Gentle Aerobics</li> <li>Share a Pony</li> <li>Snapology</li> <li>Spanish Lessons</li> <li>Special Needs Private</li> <li>Springboard Diving Lessons</li> </ul>	<ul style="list-style-type: none"> <li>STEAM</li> <li>Summer Camps</li> <li>Summer Pony Camp</li> <li>Sunday Morning Softball</li> <li>Swim &amp; Dive</li> <li>Taekwondo/Karate</li> <li>Tai Chi</li> <li>Tennis Day Camp and Pool</li> <li>Tennis Junior Training</li> <li>The Best Soccer League</li> <li>Triathlete Training &amp; U.S.</li> <li>Tuesday Night Softball</li> <li>VanGoGo Arts Painting Lessons</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Wheelchair Tennis</li> <li>Yoga</li> <li>Zumba</li> </ul>
<b>Sunrise</b> (90) Programs	<ul style="list-style-type: none"> <li>40+ Double Dutch Jump Rope</li> <li>Adult Hip Hop Dance Class</li> <li>Adult Indoor Walking</li> <li>American Kenpo</li> <li>American Legion Post 365</li> <li>Aqua Fitness</li> <li>Art, Crafting and Computer Classes</li> <li>Art: Anime and Manga</li> <li>Baby Ballerinas</li> <li>Badminton Youth</li> <li>Badminton Youth</li> <li>Basketball Skills Program (Beginner, Intermediate, Advance)</li> <li>Beading Class</li> <li>Bereavement Support Group</li> <li>Book/Discussion Groups</li> <li>Bright Soul Yoga</li> <li>Caribbean Dance Fitness</li> <li>Challenger Division Baseball Youth</li> <li>Competitive Swim Groups</li> </ul>	<ul style="list-style-type: none"> <li>Dance Classes</li> <li>Dances</li> <li>English Language Classes</li> <li>F.L.O.W. (Florida Licensing on Wheels, a DMV unit)</li> <li>Family Time (Volleyball, Pickleball, Wallyball)</li> <li>Fantastic Toddler Fun</li> <li>Firm and Burn/Tone Every Zone</li> <li>Fit Kids/Fit Teens</li> <li>Games/Movies</li> <li>Gold Coast Wood Turners</li> <li>Griht Soul Yoga for Kids</li> <li>Group Swim lessons (Preschool 1, Preschool, Level 1, Adult)</li> <li>Gymnastics (Basics, Level 1)</li> <li>Hip Hop</li> <li>Jazz and Ballet</li> <li>Joga Bonito Futsal Academy Youth (Beginners, Advanced)</li> <li>Jr Netball Youth</li> </ul>	<ul style="list-style-type: none"> <li>Just You &amp; Me</li> <li>Karate (Beginner, Intermediate)</li> <li>Kid's Day Off Basketball Camps</li> <li>Kids in the Kitchen</li> <li>Kids/Teen Day Off</li> <li>Let's Create Art</li> <li>Open Play Basketball</li> <li>Open Play Basketball Youth</li> <li>Open Play Dodgeball</li> <li>Open Play netball</li> <li>Open Play Pickleball</li> <li>Open Play Volleyball</li> <li>Open Play Volleyball Youth</li> <li>Open Play Wallyball</li> <li>Personal Training (15/30/60-min)</li> <li>Pickleball Instruction</li> <li>Pickleball Youth</li> <li>Prescription Discount Card Program</li> <li>Private Swim Lessons</li> </ul>	<ul style="list-style-type: none"> <li>Recreation Baseball Youth</li> <li>Recreation Softball Youth</li> <li>S.H.I.N.E. Counselor</li> <li>Salsa Dancing</li> <li>Senior Cooking Club</li> <li>Senior Trips</li> <li>Sidewalk Chalk Art</li> <li>Small Fry Basketball Program</li> <li>Soca Step Dance Aerobics</li> <li>Spring Break Basketball Camp</li> <li>Spring Mini Camp</li> <li>Start Smart Baseball Youth</li> <li>Start Smart Youth Basketball Youth</li> <li>Step Up to Fitness</li> <li>Storytime</li> <li>Strokes and Fun</li> <li>Sunrise Hoopster Travel Basketball</li> <li>Sunrise Latin Social Club</li> <li>Sunrise Steppers Walking</li> <li>Sunrise Women's Bocce Club</li> <li>Sunrise Wood Carvers</li> </ul>	<ul style="list-style-type: none"> <li>Tap and Ballat</li> <li>Tennis Lessons</li> <li>The Special and Community Support Division</li> <li>Theatre Class</li> <li>TNT Sunrise Fastpitch Softball Youth</li> <li>Tone Your Abs</li> <li>Total Body Fitness</li> <li>Transformation Tuesdays &amp; Tone Up</li> <li>Volleyball Youth (Beginner, Intermediate, Advanced)</li> <li>Walk Your Way To Health</li> <li>Winter Break Basketball Camp</li> <li>Yoga</li> <li>Yoga Balance &amp; Strength</li> <li>Youth Nights</li> </ul>
<b>Tamarac</b> (68) Programs	<ul style="list-style-type: none"> <li>Adult Co-ed Dodgeball</li> <li>Adult Co-ed Softball League</li> <li>Adult Cornhole League</li> <li>Advanced Rubber Stamping</li> <li>Aerobics</li> <li>Badminton</li> <li>Balance &amp; Recovery</li> <li>Ballet Tap and Jazzz</li> <li>Barre Fitness</li> <li>Baseball Clinic</li> <li>Baseball League Spring Youth</li> <li>Basketball League Spring Youth</li> <li>Beading Club</li> </ul>	<ul style="list-style-type: none"> <li>Beat Burners</li> <li>BEG Pickleball</li> <li>Bingo</li> <li>Body Sculpting</li> <li>Booty Barre</li> <li>Caibbean Class</li> <li>Cardio Gold</li> <li>Chair Yoga</li> <li>Cheeky Class</li> <li>Cheerleading and Hip Hop</li> <li>Class 20/20/20</li> <li>Clay Class</li> <li>Co-ed Sand Volleyball League</li> <li>Co-ed Volleyball</li> </ul>	<ul style="list-style-type: none"> <li>Creative Writing</li> <li>Cycling Program</li> <li>Drawings</li> <li>Fast Track</li> <li>Get Em' Class</li> <li>Gymnastics</li> <li>Happy Hookers (Crochet)</li> <li>Imagination Morning</li> <li>Jazzercise</li> <li>Kickboxing</li> <li>Kickboxing Lite</li> <li>Line Dancing</li> <li>Mahjong</li> <li>Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football League</li> <li>Men's Softball League</li> <li>Mind Body Balance</li> <li>Painting</li> <li>Pickleball</li> <li>Ping Pong</li> <li>Proactive Arthritis Water Exercise Classes</li> <li>Puzzler's Exchange</li> <li>Senior Dance</li> <li>Sit &amp; Fit</li> <li>Soccer League Youth</li> <li>Spanish for Beginners</li> <li>Stretch &amp; Core</li> </ul>	<ul style="list-style-type: none"> <li>Stretch &amp; Tone</li> <li>Swim Lessons</li> <li>Table Tennis</li> <li>Tae Kwon Do</li> <li>Tai Chi/ Qigong</li> <li>Transform 60</li> <li>Volleyball</li> <li>Walking Club</li> <li>Water Aerobics</li> <li>Winter Basketball Youth</li> <li>Yoga</li> <li>Zumba</li> <li>Zumba Fitness</li> <li>Zumba Toning</li> </ul>
<b>Parkland</b> (54) Programs	<ul style="list-style-type: none"> <li>Augmented &amp; Virtual Reality</li> <li>Azariah May Academy</li> <li>Baby &amp; Family Yoga</li> <li>Body Sculpting Pilates</li> <li>Chair Yoga</li> <li>Chess Club</li> <li>Coding</li> <li>Confidence &amp; Creativity</li> <li>Cooking with Enid</li> <li>Dance (Hip Hop, Ballet, Acro, Jazz, Breakdance)</li> <li>Fashion</li> <li>Fencing (Intro, Advanced)</li> </ul>	<ul style="list-style-type: none"> <li>Girl Power</li> <li>Gymnastics</li> <li>Hatha Yoga</li> <li>Ju-Jitsu</li> <li>Kick Boxing</li> <li>Kickstart Soccer</li> <li>Kid Around Mommy &amp; Me</li> <li>KidoKinetics Jr.</li> <li>Kidpreneurs</li> <li>Kingdom Basketball Training</li> <li>Lil Sluggers</li> <li>Magic</li> <li>Mindful Meditation</li> </ul>	<ul style="list-style-type: none"> <li>Music Together</li> <li>Musical Theater</li> <li>Paint with Lei</li> <li>Photography</li> <li>Pickleball</li> <li>Point Steep (Baseball, Basketball, Soccer)</li> <li>Restorative Yoga</li> <li>Roblox</li> <li>Senior Program</li> <li>Snapology-Robotics</li> <li>Sportkinetics</li> <li>Tai-Chi</li> </ul>	<ul style="list-style-type: none"> <li>Tennis</li> <li>The Grit Ninja</li> <li>Volleyball (Beginner,Elite, Fundamentals)</li> <li>Yin Yoga</li> <li>Yoga Therapy</li> <li>Zumba</li> <li>Parkland Little League Baseball</li> <li>Parkland Pokers Travel Baseball</li> <li>Parkland Youth Girls Softball League</li> </ul>	<ul style="list-style-type: none"> <li>Parkland Basketball Club</li> <li>Parkland Buddy Sports For Special Needs</li> <li>Parkland Flag Football</li> <li>Parkland Rangers Tackle Football and Cheer</li> <li>Parkland RedHawks Lacrosse</li> <li>Parkland Soccer Club</li> <li>Parkland Soccer Club</li> <li>Tennis Lessons</li> </ul>
<b>Wellington</b> (79) Programs	<ul style="list-style-type: none"> <li>AARP Smart Driving Course</li> <li>Adult Stars</li> <li>Balance, Strength, Core &amp; More</li> <li>Bingo</li> <li>CPR and Stop the Bleed Class</li> <li>Directing Stars</li> <li>Dog Obedience</li> <li>Feel Good Fridays</li> <li>Introduction to Theatre</li> <li>KinderSports</li> <li>Line Dancing</li> <li>Little Stars</li> <li>Low Impact Aerobics</li> <li>Lunch &amp; Learn Wellness Seminars</li> <li>Matter of Balance</li> <li>Pilates</li> <li>Senior Stars</li> <li>Tai Chi</li> </ul>	<ul style="list-style-type: none"> <li>Technology Classes</li> <li>Teen Stars</li> <li>TRIO Educational Opportunity Centers "Steps for College" Presentations</li> <li>TumbleKids</li> <li>TumbleTots</li> <li>TuneTots</li> <li>Work of Art</li> <li>Yoga</li> <li>Yoga at the Amphitheater</li> <li>Yogilates</li> <li>Youth Stars</li> <li>Zumba (AM, Gold, Step, Toning)</li> <li>Basketball Camp</li> <li>Boys &amp; Girls Soccer Academy</li> <li>Cheer, Hip-Hop &amp; Tumble Camp</li> <li>Fishing Camp</li> </ul>	<ul style="list-style-type: none"> <li>Horseback Riding Camp</li> <li>Indoor/Outdoor Volleyball Academy</li> <li>Speed &amp; Agility Training Camp</li> <li>Tennis Camps</li> <li>Wellington Rugby Academy</li> <li>World Cup Soccer Camp</li> <li>Boys Basketball</li> <li>Esports (XP League Wellington - learn more at wellington.xpl.gg)</li> <li>Girls Basketball</li> <li>Girls Flag Football</li> <li>Girls Softball</li> <li>High School Hoops</li> <li>Lacrosse</li> <li>Little League Baseball</li> <li>Soccer</li> <li>Volleyball</li> <li>Basketball Fundamentals</li> </ul>	<ul style="list-style-type: none"> <li>Cheerleading (Team &amp; Recreational)</li> <li>Confidence thru Fitness &amp; Motivation</li> <li>Future Soccer Superstar Training</li> <li>Goals 4 Girls Basketball</li> <li>HapKiDo (Self-Defense)</li> <li>KinderSports</li> <li>Lacrosse Training</li> <li>Sand Volleyball Training</li> <li>Soccer Shots</li> <li>Sports Camps &amp; Academies</li> <li>Tumbling</li> <li>TaeKwonDo</li> <li>Wrestling</li> <li>Adult Soccer League</li> <li>Coed Softball League (Winter-Spring)</li> <li>HapKiDo (Self-Defense)</li> </ul>	<ul style="list-style-type: none"> <li>Men's Flag Football (Spring)</li> <li>Men's Softball (Spring &amp; Summer)</li> <li>Pickleball</li> <li>TaeKwonDo</li> <li>Women's Basketball Fundamentals &amp; Fitness</li> <li>Wellington Colts Travel Baseball</li> <li>Wellington Roller Hockey Association</li> <li>Wellington Wizards Rugby Club</li> <li>Wellington Wolfpack Lacrosse</li> <li>Wellington Wolves Travel Basketball</li> <li>Wellington Wrestling Club</li> <li>Western Communities Football League</li> </ul>

Table 3.12: City Program Comparative Study





## Total Indoor Space (SF) Comparative Study

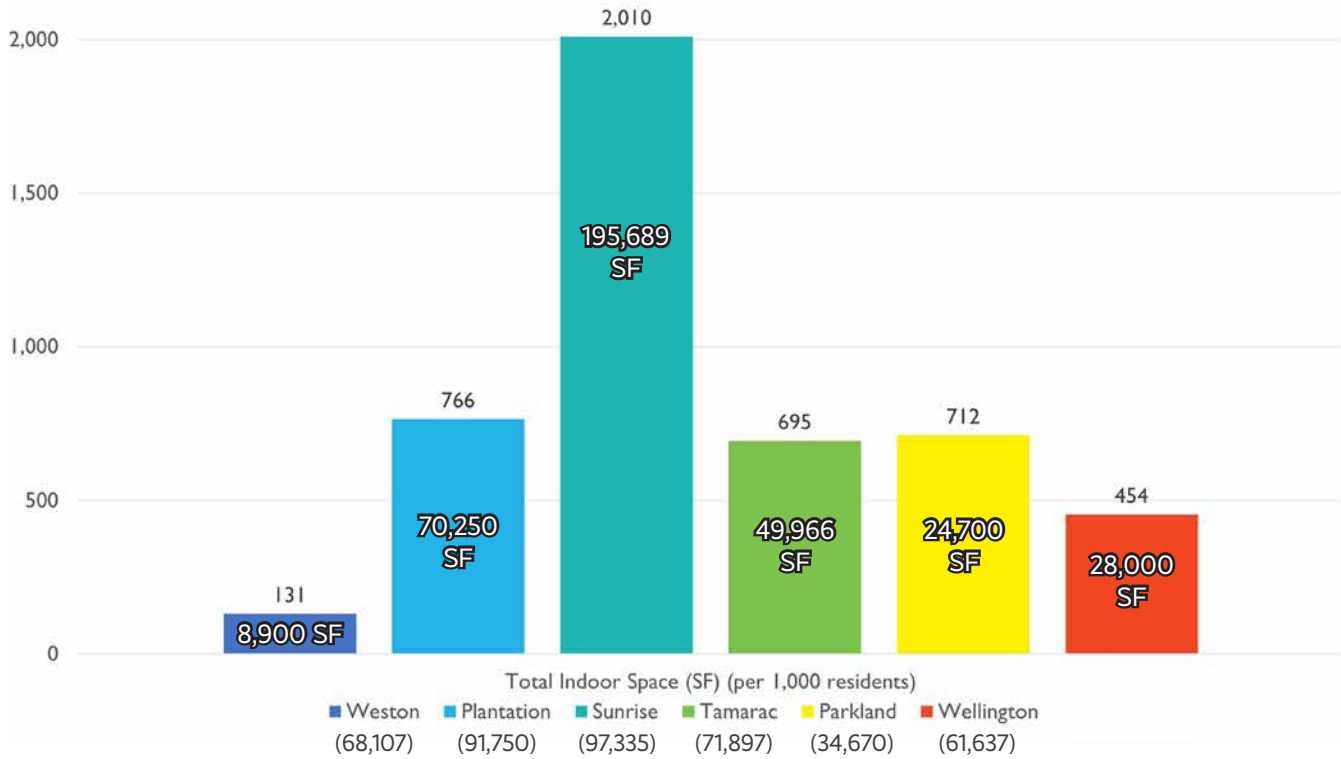


Figure 3.25: Total Indoor Space (SF) Comparative Study

## Programs Comparative Study

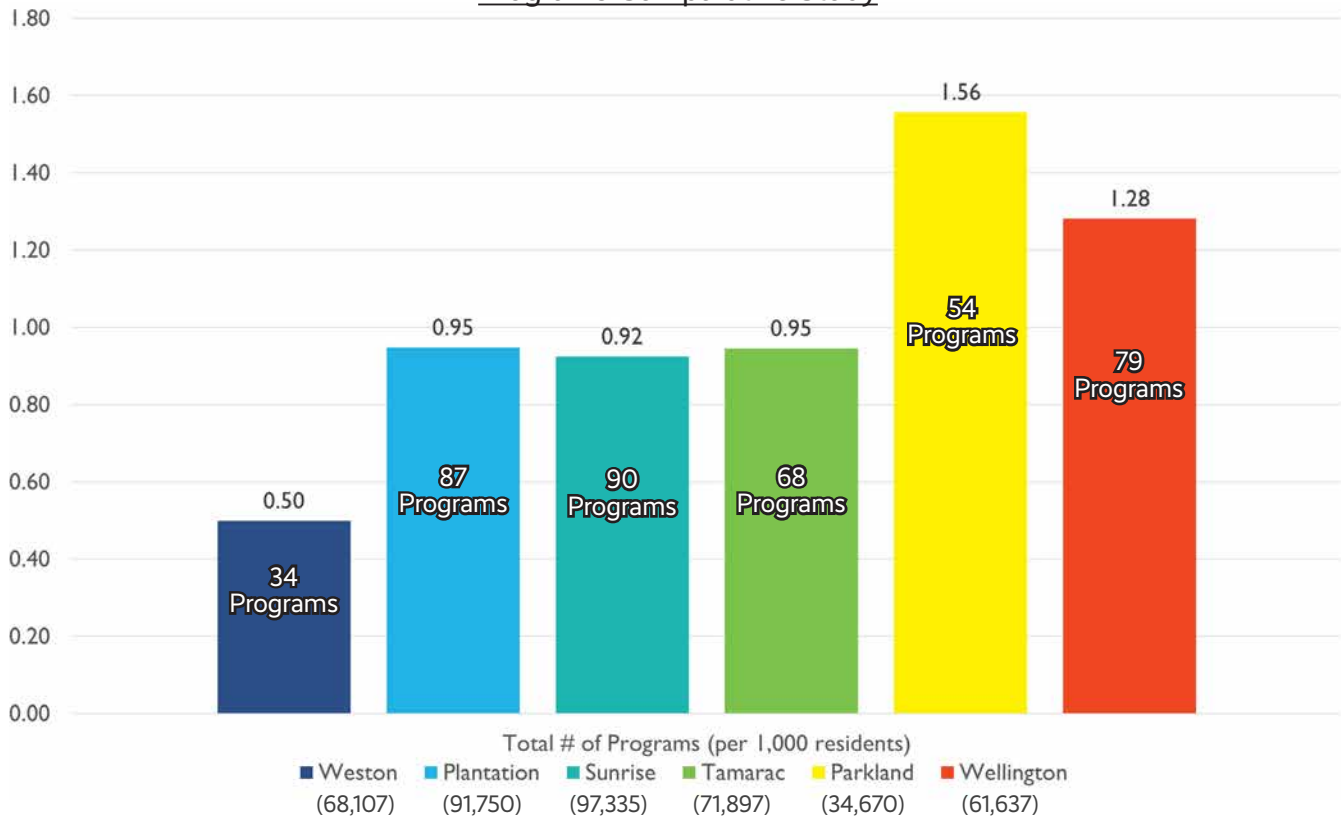


Figure 3.26: Programs Comparative Study







## 3.3. Recreation Programming Assessment & Plan

### 3.3.1. Programming Assessment

The Recreation Programming Assessment serves as a key component and supporting document in the parks and recreation master planning process. Understanding core services in the delivery of parks and recreation programs will allow the Department to improve while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City including what benefits are brought to the community that are in balance with the competencies of the Department, community partnerships and current program trends.

The National Recreation and Park Association (NRPA) published the 2022 Agency Performance Review to provide a national perspective on a variety of metrics so that parks and recreation agencies can evaluate their departments in comparison to national averages, standards and trends. Below, is a chart that identifies the common activities offered by park and recreation agencies across the United States.

Programming is a crucial driver of engagement within parks and recreation agencies in a community. Those program opportunities span across a variety of recreational activities – many of which touch on one or more of NRPA's Three Pillars of Health and Wellness, Equity and Conservation. The key parks and recreation offerings can be seen in Figure 3.27 as noted from the NRPA. It is evident that many of these same offerings are important to the Weston community.

#### Programming Offered by Park and Recreation Agencies

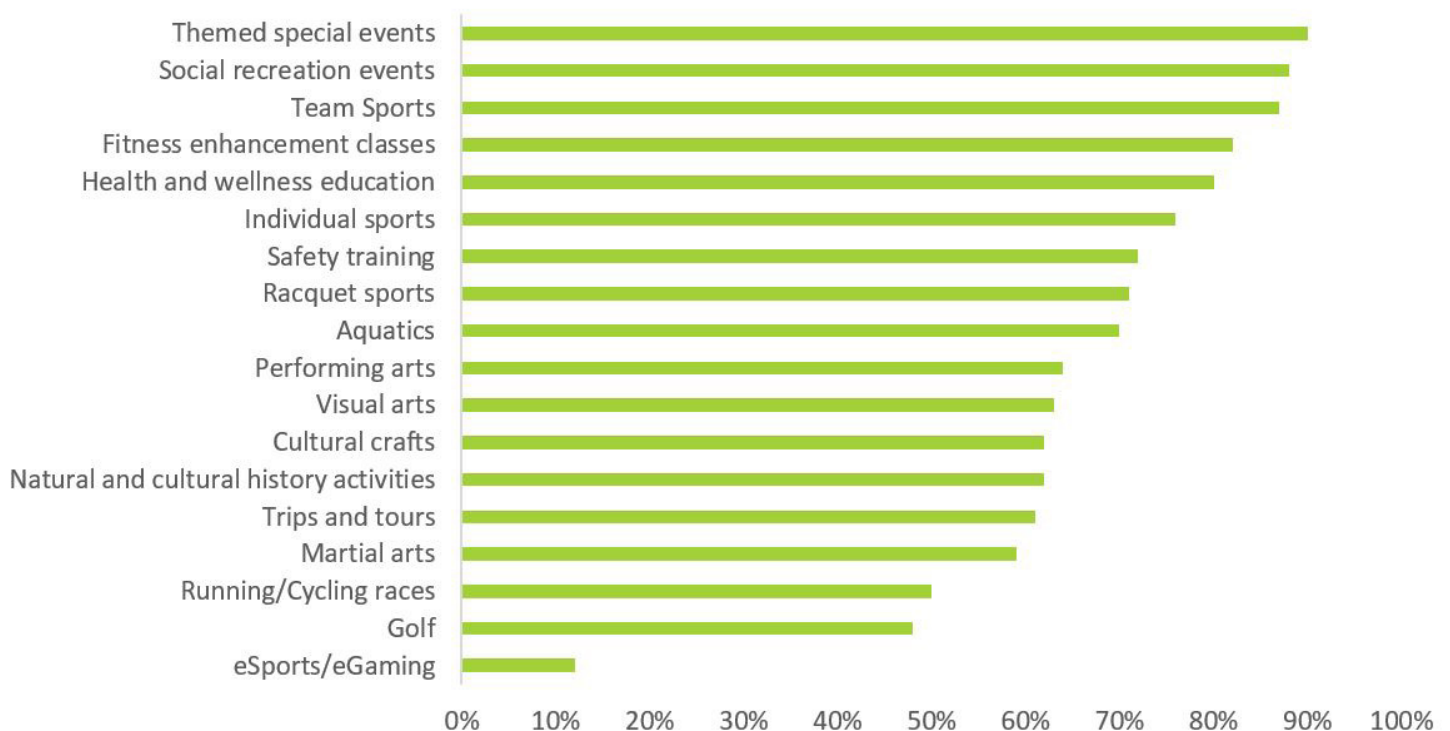


Figure 3.27: Represents key programming activities offered by at least seven in ten park and recreation agencies.





### 3.3.2. Needs Analysis – Current Recreation Needs

The Recreation Assessment included significant public input that identified key program and service areas as well as important partnerships that the community can continue to benefit from. Many activities, programs and services were identified for various age groups that can be added to or enhanced for both passive and active recreation opportunities.

The project team developed a Parks and Recreation Master Plan Survey that included questions focused on the importance and satisfaction of programs and services, what programs and services have room for improvement and identifies the top priorities in programming moving forward.

Overall, there were 14 program opportunities that were noted in the survey and in the public input process. The table below lists programs that are desired and events that were ranked the highest.

Program Service Areas			
Desired Programs/Activities		Survey	Public Input Process
<b>PROGRAM OPPORTUNITIES</b>	Adaptive/special needs programs	X	
	Additional youth sports	X	X
	Adult programs (non-sports)	X	X
	Adult sports	X	X
	Aquatic programs	X	X
	Fitness/wellness/health programs	X	X
	Intergenerational programs (all ages)	X	X
	More after-school and summer programs	X	X
	More art programs	X	X
	Performing arts programs	X	X
	Senior programs	X	X
	Teen programs	X	X
	Youth camps	X	X
	Youth programs (non-sports)	X	X
<b>EVENTS</b>	Farmer’s Market	X	X
	Holiday celebrations	X	
	Festivals	X	X
	Music concerts	X	
	Educational/cultural	X	X
	Arts in the Park	X	X
	Outdoor movie screening	X	

Table 3.13: Program Services Areas Desired



A variety of programs and events can be developed to meet the requests and needs of the Weston community. The table below illustrates the possible program service areas that the City can consider along with brief descriptions in each category. All program and focus area categories were results from the Invite Survey, Open Link Survey and Community Engagement meetings.

Program Service Areas		
Program Category	Program Focus Areas	Age Group
Aquatic Programs	<ul style="list-style-type: none"> <li>Splash Park activities</li> <li>Fitness</li> </ul>	All ages
Youth and Adult Sports Programs	<ul style="list-style-type: none"> <li>Futsal</li> <li>Pickleball</li> <li>Soccer</li> <li>Tennis programs</li> <li>Youth baseball</li> </ul>	Youth and Adults
Non-Sport Programs	<ul style="list-style-type: none"> <li>Hiking</li> <li>Music programs and classes</li> <li>Nature exploration</li> <li>Painting classes</li> <li>Visual Arts</li> </ul>	Youth and Adults
Intergenerational Programming	<ul style="list-style-type: none"> <li>Summer Specialty Camps</li> <li>Technology Classes</li> </ul>	Youth, Seniors, Adults
Special Events	<ul style="list-style-type: none"> <li>Car show</li> <li>Cycling races and events</li> <li>Farmers Market</li> <li>Food Festival</li> <li>Food Truck Festival</li> <li>Holiday Light Show</li> <li>July 4<sup>th</sup> Fireworks</li> <li>Outdoor Music/Concerts</li> <li>Pet Activities</li> </ul>	All residents
Youth and teen focused activities	<ul style="list-style-type: none"> <li>Adventure programming</li> <li>Afterschool activities</li> <li>Infant and toddler – mom and me, yoga, walking, running</li> <li>Job training</li> <li>Safety programs</li> <li>Specialty Camps</li> <li>Teen game room</li> </ul>	Toddlers to teens
Families	<ul style="list-style-type: none"> <li>Cycling</li> <li>Hiking</li> <li>Aquatic activities and splash park</li> <li>Fitness and wellness</li> <li>Outdoor Movie Nights</li> <li>Indoor Movie Nights with the Y</li> <li>Family Cooking Classes</li> <li>Family Painting Classes</li> </ul>	All ages

Table 3.14: Program Services Areas Categories



### Aquatic Programs

One of the desirable programs for all ages as noted in the Program Service Area Table (Table 3.11), are aquatics programs and facilities. The City of Weston does not own aquatic facilities. However, the Weston YMCA Family Center located within Weston Regional Park has an aquatic center with splash pad and offers various opportunities for aquatic activities. While many residential homeowner associations may own their own swimming pool, not all may have a lap pool or a splash pad. An additional splash pad concept offers a rewarding experience for all and often serves as an introduction for all ages to water features that may lead to a more well-rounded aquatic program for the individual.

### Youth and Adult Athletic Programs

A healthy line-up of existing youth athletic programs are provided by community athletic organizations that utilize many City facilities. The analysis provided feedback from residents stating the athletic organization fees should be more equitable and affordable and that services for both youth and adults should be offered. The Department should weigh the options of offering recreational based athletic programs for all to enjoy.



Figure 3.28: Weston Warriors Cheerleaders.

### Non-Sport Programs

Recreational enrichment opportunities with a non-athletic focus have expanded in many communities across the United States. The programming palette now includes various other components affecting one’s quality of life such as what was once called STEM (Science, Technology, Engineering and Math) to STEAM (Science, Technology, Engineering, Arts and Math). The STEAM program tends to be primarily located within a school system. However, parks and recreation departments are now finding it beneficial to reach beyond athletics. The Department should consider adding a program similar to STEAM to create a well-rounded opportunity for all.

### Intergenerational Programming

Uniting generations through the provision of life enrichment activities and programs are quickly gaining roots in communities. This type of programming helps to address many social and community issues while building on the positive resources that both the young and old offer each other within their community. An intergenerational lens can be applied to a wide range of topics such as:

Academic Achievement & Enrichment	Physical, Cognitive, & Mental Health	Social Isolation & Loneliness
Cultural Identity	Environmental Awareness & Action	Affordable Housing
Job Readiness & Entrepreneurship	Neighborhood Revitalization	Addressing Structural Racism & Inequalities
Technology Access & Use	Caregiving	Food Insecurity
Community Change	Substance Abuse	Ageism

<sup>1</sup> Generations United (2021): Fact Sheet: Intergenerational Programs Benefit Everyone





### Special Event Programming

Providing special events within a city creates a sense of community and enrichment. Weston should continue to utilize outdoor spaces across the City where sustainable infrastructure is located. Consideration should also be given for the City to work in collaboration with many of the Home Owner Associations (HOAs) to provide events in various locations. Residents identified a desire for more special events that are free and include family friendly activities as well as events that may be focused on a specific activity such as a bike race, run, food festival, pet events, farmers markets and many others.

Special events should be a focal point of the Department's offerings. Given the racial and ethnic makeup of the community, (56% Hispanic/Latino and 46.3% Foreign Born), it is recommended that the City should focus on cultural events to celebrate the contribution of the diverse population. Engagement participants suggested that events be held across the City in multiple parks to build a sense of community spirit. The 4th of July and cultural events were considered top priorities.



Figure 3.29: Chalk in the Park at Library Park.

### Youth and Teen Activities

Trends in parks and recreation programming for teens and youth have taken on a new meaning outside of

the athletic realm. There has been a sharp decline that continues in youth sports participation causing many departments to look beyond the summer day camp program and athletics, to a much broader concept in programming. Consideration should be given by the City in determining a higher level of program innovation for youth and teens. Thinking in terms of non-traditional sports such as skateboarding, wake boarding, mountain biking, e-sports and STEAM programming to toddler programs along with infant Mom/Dad and Me programs.



Figure 3.30: Weston Chess program.

### Families

Recreational enrichment and life-long learning opportunities, classes and events are all programs that attract families for participation. Programs with a family focus that may be offered throughout the year include opportunities for adults and children to experience new activities, further their current knowledge and abilities and improve their physical and mental health. Family activities to consider include:

- a walk or exploration together along a trail or greenway
- wellness programs focused on health, exercise and eating
- cooking demonstrations
- the arts, dance, music in the park, festival, or theater programming





Engagement participants suggested many of these and current trends based on the limited time during the day for family engagement, events such as those listed will add to the diversity of programming.

Staffing options for additional programs include hiring instructors as internal hires or as contractors. Typically, internally hired employees create a liability to be paid regardless of enrollment. A way to avoid this is to contract with each instructor to offer classes and activities at a percentage of income from registration. In this scenario, the City retains a set percentage (generally between 15 percent and 30 percent). There are many advantages to contracting, one being a shift of liability to third party insurance carriers. However, contracts can be cumbersome to review and maintain. Given the Department size and staffing as well as Weston's contractual city model, contracting for a percentage of revenue to offer classes and activities is recommended.

### 3.3.3. Program Development

The Department should pursue new/expanded program development around the priorities identified by customer feedback, program evaluation process and research. The following criteria should be examined when developing new programs:

- **Need:** popular programs, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- **Budget:** accounting for all costs and anticipated (conservative) revenues should meet cost recovery target established by the Department
- **Location:** appropriate, available and within budget
- **Instructors:** qualified, available and within budget
- **Materials and supplies:** available and within budget
- **Marketing effort:** adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

### 3.3.4. Ongoing Evaluation of Future Programs

It is important to have a process in place for program participants to continually evaluate the programs and activities offered. Online feedback software, or comment cards with survey questions to rate the quality of the programs can work well to gauge user satisfaction. Performance measures, developed internally by staff, can effectively drive a program to continually improve. As staff develops and manages programs, the following questions may be helpful to ask:

- Is participation increasing or decreasing? Are there steps to take to increase interest through marketing efforts, changes to the time/day of the program, format, or instructor?
- Include the opportunity for staff to provide feedback that should be used to help improve the program.
- Are there cost recovery goals that should be met? If not, can costs be reduced or can fees be realistically increased?
- Is there another program provider that is more suitable to offer a program? If yes, the Department could considering developing a partnership or provide referrals for its customers.
- Is this program taking up facility space to expand more popular programs or new programs in demand by the community?





The City is encouraged to develop quarterly performance measures, especially as the recreation program grows. This will guide the Department to improve services and provide a tool to report to both the community and leadership on progress. Some examples of quarterly performance measures are displayed in Table 3.15.

Performance Measure	Purpose	Outcome
# Of New Classes Per Quarter	Maintain a new and innovative model	Attract new and returning participants
# Of Program Cancellations	Keep programming from being idle	Make efficient use of coordination time and marketing budget
Participant Satisfaction Rates	Encourage high quality program delivery	Attract and maintain advocates, strong and sustainable revenues and word of mouth marketing

Table 3.15: Performance Measures

BerryDunn and Miller Legg created the service assessment matrix to assist agencies with programming decisions to best gauge whether programs should be offered, continued, or discontinued.

- As programs are developed, staff are encouraged to evaluate the potential market position for programs and events
- Are others offering similar programs in the community
- Continually evaluate core services to be ready to both invest in programs and events
- Divest in those where others may be able to meet community needs so that the City can use its resources most efficiently

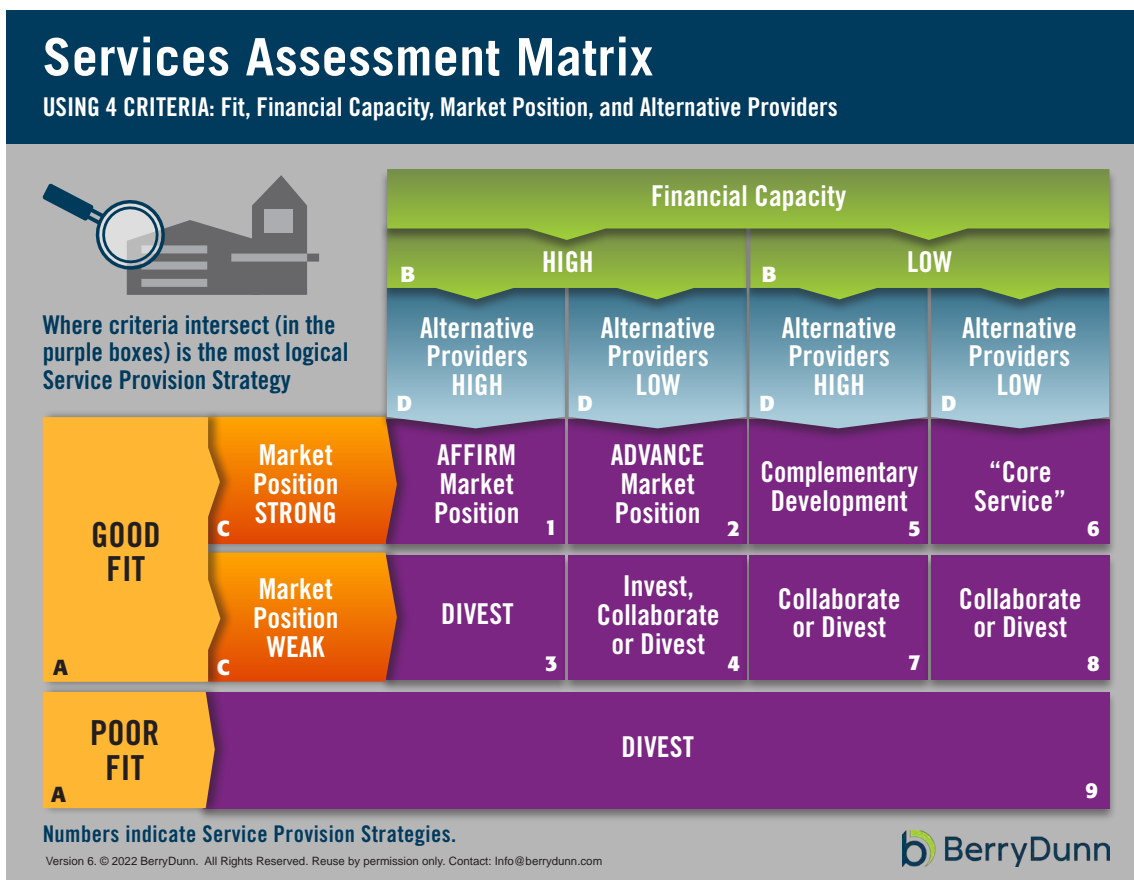


Figure 3.31: Services Assessment Matrix







Figure 4.0: Parks and Recreation Master Plan Workshop #1.



# 04



## CHAPTER 4: COMMUNITY AND STAKEHOLDER INVOLVEMENT



## 4.1. Stakeholder Involvement

One of the most vital parts of planning for a City’s parks and recreation is the public engagement phase. The first part of public engagement begins with internal focus groups with the people who know the City’s Parks and Recreation system best, its stakeholders. The Weston Parks and Recreation Master Plan project team held discussions with key individuals and groups to solicit input on the vision, challenges, opportunities and community engagement approaches to consider as the plan takes shape. Eleven (11) stakeholder interviews were conducted in person and/or through Microsoft Teams Meetings. Below is a list of the interviewees, key themes derived from the interviews and specific feedback interviewees provided during each discussion. Interviews were conducted with the following Participating Stakeholder Groups:

- City Commissioners
- Parks and Recreation Department Leaders
- Parks and Recreation Department Staff
- Weston Sports Alliance
- Weston YMCA
- Arts Council of Greater Weston
- Drysdale Tennis (Racquet Club)

### 4.1.1. City Provided Input

As part of the initial information gathering phase, the planning team reviewed existing documents provided by the City concerning the Parks & Recreation Department. The documents reviewed were the following:

- Parks Inventory Collection
- Mission, Vision, Values and Goals
- Comprehensive Plan Recreation and Open Space Element
- ADA Files
- Special Events Inventory
- Sports Alliance Registration numbers

- Field Allocation
- Amended and Restated Sports Agreement
- Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- Department Budget

### 4.1.2. City Commission Input

The planing team also conducted meetings with the following City Commissioners:

- Mayor Margaret Brown
- Chris Eddy
- Mary Molina-Macfie
- Byron L. Jaffe
- Henry Mead



The following is a general summary of key recurring comments from those meetings:

- Parks should be multi-purpose and flexible
  - There should be spaces where different activities can occur at the same time and available accommodations for weather and other unexpected conditions.
- Recreational spaces must meet the need of residents-There should be multi-generational facilities to meet the needs of all ages. Space should be provided for hosting public events and activities. Indoor facilities and shaded recreational areas should be provided for visitor comfort. Adequate parking should be provided for visitors.
- Parks should have more opportunities for Pickleball and Tennis-These sports are growing in popularity and need specialized courts. Increase the availability of public facilities for these sports.



- New facilities should be built with low maintenance in mind-This allows less interference with spaces available for public use. Artificial turf is often better suited for high-rain events than traditional grass.
- An emphasis on providing a variety of activities- Such as a water component (splashpad/water park) or community theater.
- Repurpose underutilized spaces - Create new recreation opportunities from empty or vacant lots. Propose additional use for facilities with low participation. Redesign spaces that do not meet their full potential.
- A memorial should be created to recognize veterans.
- Many of the parks are understaffed, additional employees should be hired when considering expanding facilities and services.
- Cultural events such as music festivals should occur more frequently
- Communication about Parks and Recreation should be improved so that residents are aware of new facilities, current programs and events.
- Parks located near schools should be redeveloped to better suit the needs of residents.
- Certain parks could use additional facilities or an upgrade to existing infrastructure. Parks mentioned: Eagle Point Park, Indian Trace Park and Tequesta Park.

### 4.1.3. Parks & Recreation Leader Input

The following is a summary of key recurring comments from meetings with the Weston Department of Parks and Recreation Leaders:

- Weston provides several activities and programs within the community that do not receive the

attention or attendance they would hope for.

- Identify opportunities to increase after school programs.
- There is not enough space to expand parks other than Vista Park.
- Indoor space is in dire need, many events do not have sufficient space to hold activities that would cater to a large percentage of the community, in return attendance is low.
- Need for increased awareness of City facilities, programs, events
- Marketing/Advertisement: need for higher public outreach in all platforms
- Increase a teen program initiative for high school age students
- Many current and future fields need to be artificial due to rainwater and for better maintenance.
- There is currently no indoor gym, need one for multi-purpose usage and that can be used 24/7.

### 4.1.4. Parks & Recreation Staff Input

The Parks and Recreation staff was interviewed to involve them in the planning process by gathering thoughts on the current conditions and future needs. The following is a summary of key recurring comments from those interviews:

- Need for indoor space specifically a Community and Recreation Center.
- Need for public courts like tennis, pickleball and racquet sports, etc.
- Facilities to hold program activities.
- Indoor space to host large events and functions.
- Open field space for free play.
- Additional parking and restrooms in heavily used







parks and smaller community parks that don't have these.

- Additional program/activity instructors and procedures in place (contracts & policies) for this.
- Improved Parks and Recreation organization (contracts & policies).
- Dedicated outdoor event space.
- Expansion of adult activities.
- Renovation of aging facilities specifically playgrounds and fields.
- Additional fitness equipment.
- Need for Dog Park besides the County's Markham Park Barkham Dog Park.
- Opportunity to convert roller hockey rinks for futsal use.
- Dedicated programs for teens.
- Park connectivity to bike paths.

or courts of higher demands.

- Summer camps can get overwhelming in terms of numbers and the parks and community center do not provide enough space for activities.
- More attention and priority towards adult programs.
- In need of more multi-purpose space for underfunded activities like indoor volleyball, karate, classrooms for STEM.
- Schools are underfunded in regard to arts and music programs.
- Outdoor space for festival and concert use is in need, activities like these cannot be successful without sufficient space.

### 4.1.5. Parks and Recreation Partners Input

The planning team also conducted interviews with the Art Council of Greater Weston, Drysdale Tennis (Racquet Club), Weston Sports Alliance and Weston YMCA staff. The following is a summary of key recurring comments from those interviews:

- Not enough field space to satisfy the success and constant growth of sports programs like soccer in the City.
- Not enough meeting space for staff members or teams.
- Wi-fi access in all parks would be more beneficial to both members and staff.
- Underused rinks need to be replaced with fields



ARTS COUNCIL OF GREATER WESTON



WESTON RACQUET CLUB  
CLIFF DRYSDALE TENNIS







## 4.2. Community Involvement

The most important key to any Master Plan is the involvement of the public. Community input was the main focus throughout the planning phase. Residents were given a chance to participate in a public workshop and were able to respond to a statistically valid and open access survey.

### 4.2.1. Public Workshop #1 Input

The purpose of this workshop was to involve the residents of Weston in the Parks & Recreation Master Plan process by gathering their thoughts on the current conditions and future needs of parks, facilities and programs in Weston.

The workshop was held at the Weston Community Center and was open to all Weston residents. Workshop participants were greeted with a sign in sheet and comment cards for those who chose to speak at the end of the meeting.



Figure 4.1: Consultants presenting to City residents during the public workshop.

The workshop began with a presentation by the Miller Legg team covered the following topics:

- Master Plan Process
- Goals & Objectives
- Demographic Profile
- Existing Parks, Facilities, & Programs Inventory

- Level of Service Standards
- Online Public Survey
- Parks & Recreation Staff Input
- Public Workshop #1 Activity Session

Once the presentation was complete, the Miller Legg team had the workshop attendees participate in the following activities:

**Activity 1:** Participants placed an orange sticker on the Location Map to identify where they lived in Weston.

The results of this activity revealed that participants attending the workshop resided in many different neighborhoods across Weston.



Figure 4.2: Workshop #1 Activity 1: Where in Weston do you live?





**Activity 2:** Participants were handed three sets of colored stickers, green, red and yellow. They placed a green dot on their favorite park, a red dot on their least favorite park and yellow numbered dot where they would like a new facility. On a comment card they wrote the number of their corresponding yellow dot and what new facility they would like for the City.

- Weston Regional received the most votes, sixteen, for favorite park.
- Peace Mound Park and Library Park both received four votes for favorite park.
- Emerald Estates Park received three votes for favorite park.
- Eagle Point Park, Indian Trace Park, Tequesta Trace Park and Town Center Park all received one vote for favorite park.
- Any parks not mentioned did not receive any votes for favorite park.
- Vista Park and Town Center Park each received five votes for least favorite park.
- Eagle Point Park received four votes for least favorite park.
- Emerald Estates Park, Tequesta Trace Park, Weston Regional, Windmill Ranch Park and Library Park all received two votes for least favorite park.
- Bonaventure Park received one vote for least favorite park.
- Any parks not mentioned did not receive any votes for least favorite park.

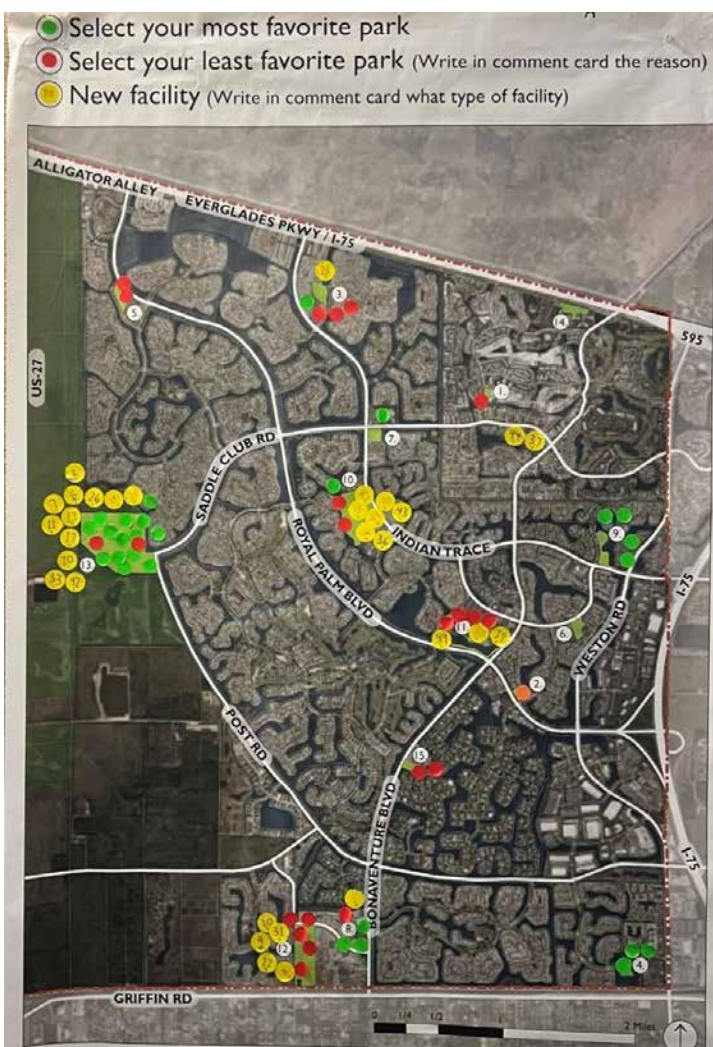


Figure 4.4: Workshop #1 Activity 1: Favorite-Least Favorite Park/ New Facility:

**Activity 3:** Participants were given 3 sets of 5 stickers per person; orange, green and blue and instructed to place them on three boards. Five orange dots for their top 5 favorite activities, five green dots for their top 5 programs and five blue dots for their top 5 facilities. The following were the categories and topic provided for participant choice:

- Activities:  
Farmers Market, Gardening, Art Shows, Golf, Performances, Tennis, Yoga, Canoeing/Kayaking, Cycling, Equestrian, Festivities, Pickleball, Swimming, Disc Golf, Walking/Running, Fitness/Weight Training, Picnicking, Volleyball, Football, Baseball/Softball, Fishing, Free Play, Lacrosse, Racquetball/Handball, Rugby, Soccer, Basketball, Birding, E-Sports and Other.



Figure 4.3: Residents participating at Workshop #1 Activity 2.



• **Programs:**

Outdoor Concerts, Festivals, Adult Sports, Teen Programs, Art Classes. Movie Nights, Adaptive/Special Needs Programs. Music Classes, Youth Sports, Dance Classes, Educational Classes, Nature & Outdoor Programs, Performing Arts, Wellness Programs, Adult Programs (Non-Sports), Cultural Events, Game Night, Languages, Aerobics/Exercise Classes, After-School Programs, Aquatic Programs, Fitness Programs, Intergenerational Programs (All Ages), Martial Arts Classes, Mommy & Me Classes, Senior Classes, STEAM Classes, Youth Camps, Youth Programs (Non-Sports) and Other

• **Facilities:**

Dog Park, Amphitheater, Multi-purpose Field, Community Center, Community Garden, Outdoor Sports Court, Botanical/Butterfly Garden, Bank/Pier-Fishing, Golf Course, Indoor Racquet Courts, Meeting rooms, Nature Preserve, Recreation Center, Shelters/Pavilions, Performance Stage, Art/Music Rooms, Field House/ Gym, Indoor Aquatic, Picnic Areas (Tables, Grills), Baseball/Softball Field, Outdoor Fitness Equipment, Gym/Weight Room, Multi-purpose Room, Multi-Use Trails, Playgrounds, Skate Park, Classrooms, Outdoor, Aquatic, Science Room and Other. The voting results from this activity are as follows:



Figure 4.5: Workshop #1 Activity 3 Result - Activities, Programs, & Facilities.





This activity had the following results:

- The activity that received the most votes was Farmers Market followed by Gardening
- The program that received the most votes was Outdoor Concerts followed by Festivals
- The facility that received the most votes was Dog Park followed by Amphitheater



Figure 4.6: Residents participating at Workshop #1 Activity 3.



Figure 4.7: Residents participating at Workshop #1 Activity 3.



Figure 4.8: Residents participating at Workshop #1 Activity 3.

**Activity 4:** Participants who chose a comment card were then given two minutes each to provide their insight and opinions on the vision for the Weston parks, facilities and programs. As an alternative to this, participants were encouraged to leave a comment in the Idea Box if they had any additional desired needs not addressed by the above categories. The following is a summary of comments that were made by Weston residents:

- Multiple residents were interested in dedicating recreation area to field hockey
- Residents requested that field schedules be published online so residents are aware of when they are open to public use
- There was interest expressed in table tennis facilities
- Residents expressed a desire for more natural recreation areas in Weston such as kayaking/ canoeing and nature trails.
- It was expressed that some residents are interested in establishing a community garden



Figure 4.9: Residents participating at Workshop #1 Activity 4.



Figure 4.10: Residents participating at Workshop #1 Activity 4.





### 4.2.2. Online Public Survey Input

In determining the Goals and Objectives of the City of Weston Parks and Recreation Master Plan, an online public survey was conducted. The purpose of this survey was to gather community feedback on City parks and recreation facilities, amenities, programs, future planning, communication and more. This survey research effort and subsequent analysis were designed to assist the City of Weston in developing a plan to reflect the community's needs and desires.

The survey was designed and delivered by RRC Associates, a survey research firm. The survey was advertised on the Weston Parks and Recreation Master Plan website, on social media platforms, email, signage at the parks and fliers at various facilities. There were two primary methods of distribution: 1) Statistically Valid (Invitation Survey) and 2) Open Link Survey. The Statistically Valid Survey was mailed out the week of May 23, 2022 with an option to complete online with a password protected website. The Open Link Survey was an online version of the survey available to all residents of the City of Weston open from July 13, 2022, through August 30, 2022. 8,333 surveys were mailed to residents living throughout the City. In total, 157 Invitation Surveys were completed with a margin of error of +/- 7.8%. The Open Link option garnered another 1,135 completed surveys. In total, **1,292** surveys were completed.

The underlying data from the survey were weighted by age to ensure appropriate representation of Weston residents across different demographic cohorts in the sample. Using U.S. Census Data, age distribution in the sample was adjusted to more closely match the actual population profile of Weston. The demographic profile of respondents was relatively evenly distributed between areas, with the most completed surveys from Area A (21%) and the fewest from Area E (8%).

The following items were identified as the key findings based on the completed statistically valid surveys. A full survey report with additional details, as well as the results from the survey can be found in the appendix.

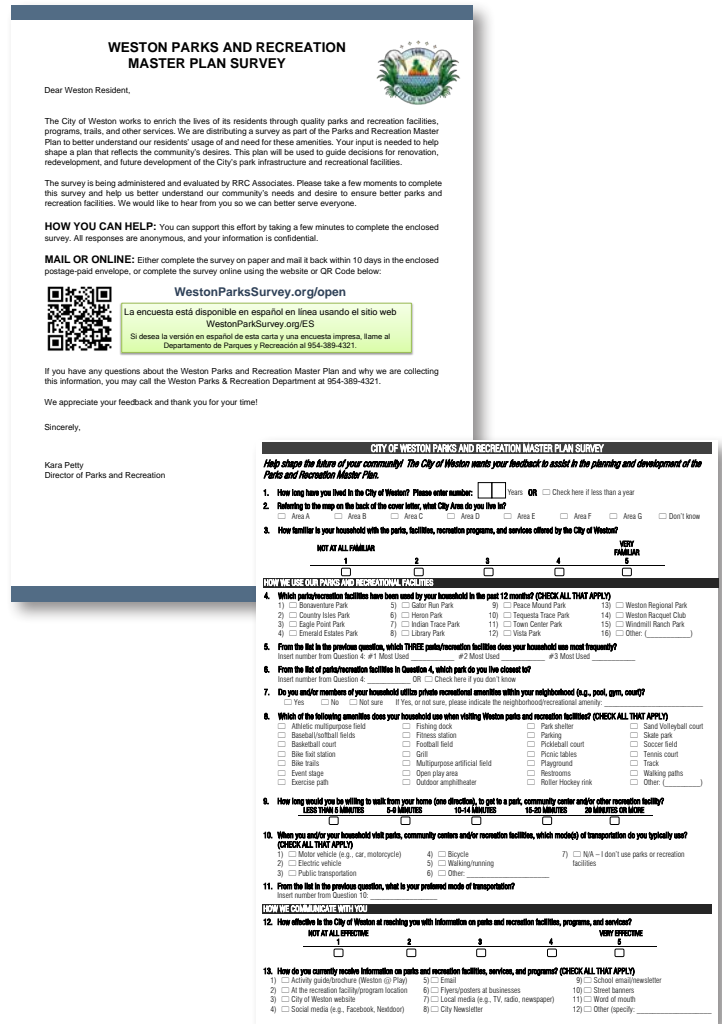


Figure 4.11: Survey Cover Letter and Survey Sample.

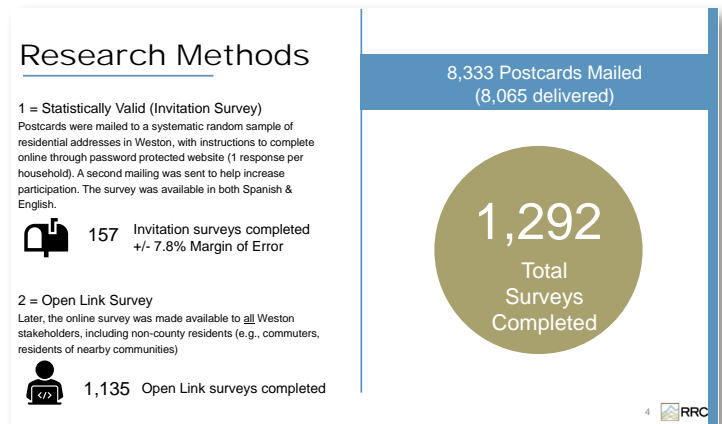
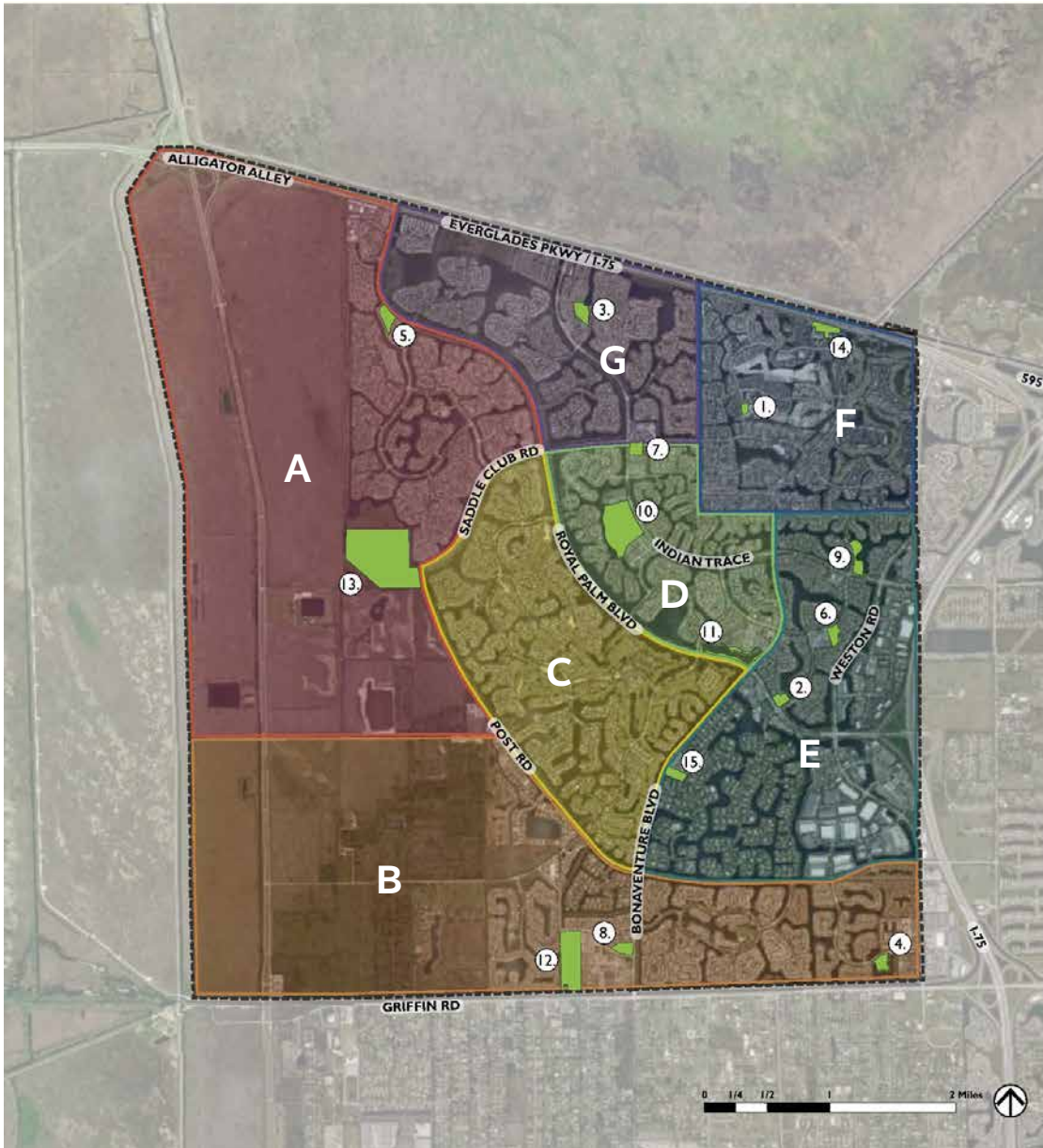


Figure 4.12: Demographic Profile of Invite Sample Survey Respondents.



## CITY OF WESTON AREAS & PARKS MAP



**LEGEND**


- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G


- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park


Figure 4.13: City Areas and Parks Map.




Two samples were collected in the survey effort, the Statistically-Valid Invite sample and the Open Link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses. The following are key findings from the survey:


 Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”


 The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.


 Overall, 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.


 Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of

3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email and the Open link sample prefers to receive communication via email and social media.

 Trails and pathways, amenities at City parks and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

 A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

Looking toward the future:  
 The top-rated amenity is adding more shaded outdoor areas, the top-rated program is youth sports and the top-rated event is Farmers Market

 The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall) and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.





The following are specific key results for facilities, amenities, programs and events:

**• Most Used Amenities:**

- Restrooms
- Walking Paths
- Parking
- Playgrounds

**• Least Used Amenities:**

- Grill
- Outdoor Amphitheater
- Sand Volleyball Court
- Event Stage
- Bike Fix-it Station
- Football Field
- Skate Park
- Roller Hockey Rink
- Fishing Dock

**• What needs to be improved regarding facilities and amenities:**

- More shaded areas need to be added to outdoor areas
- New walking trails need to be developed and connected to existing trails
- Existing amenities at parks need to be improved and/or renovated

**• What needs to be improved regarding programs and services:**

- Availability of more fitness/wellness/health programs
- More sports opportunities for youth
- More programs available for teenagers.

**• What needs to be improved regarding events:**

- More Farmer’s markets
- More celebrations for Holidays
- Festivals

Overall Use of Amenities:

Amenity Usage

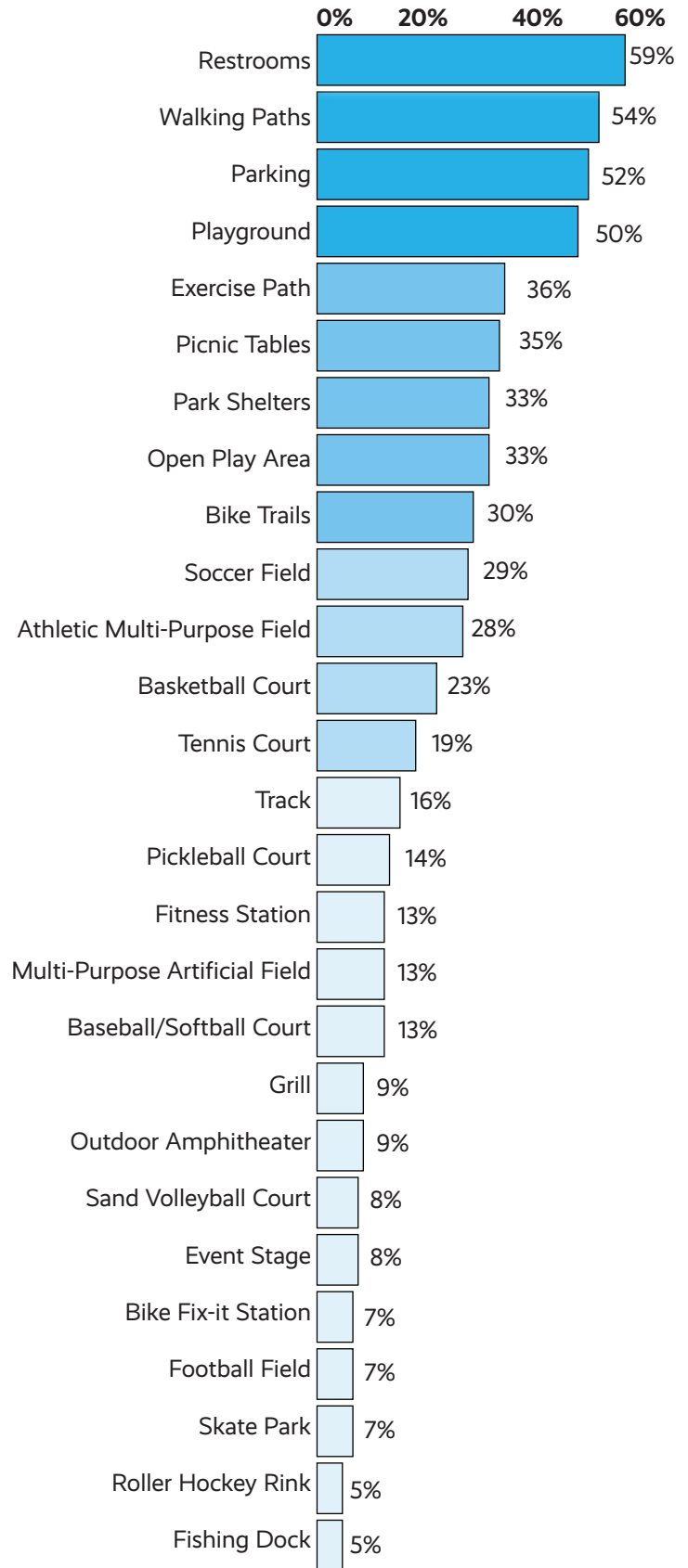


Figure 4.14: Overall Use of Amenities Graph.







What to Improve - Facilities & Amenities:

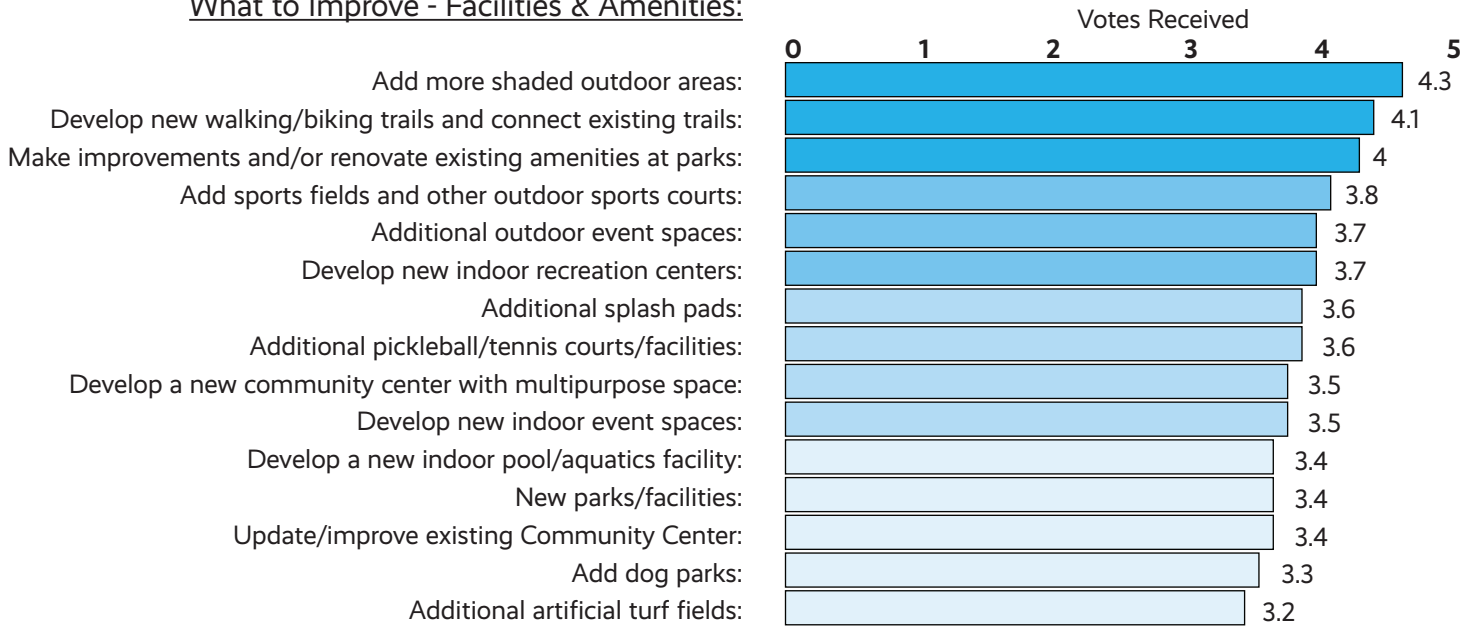


Figure 4.15: What to Improve - Facilities & Amenities Graph.

What to Improve - Programs & Services:

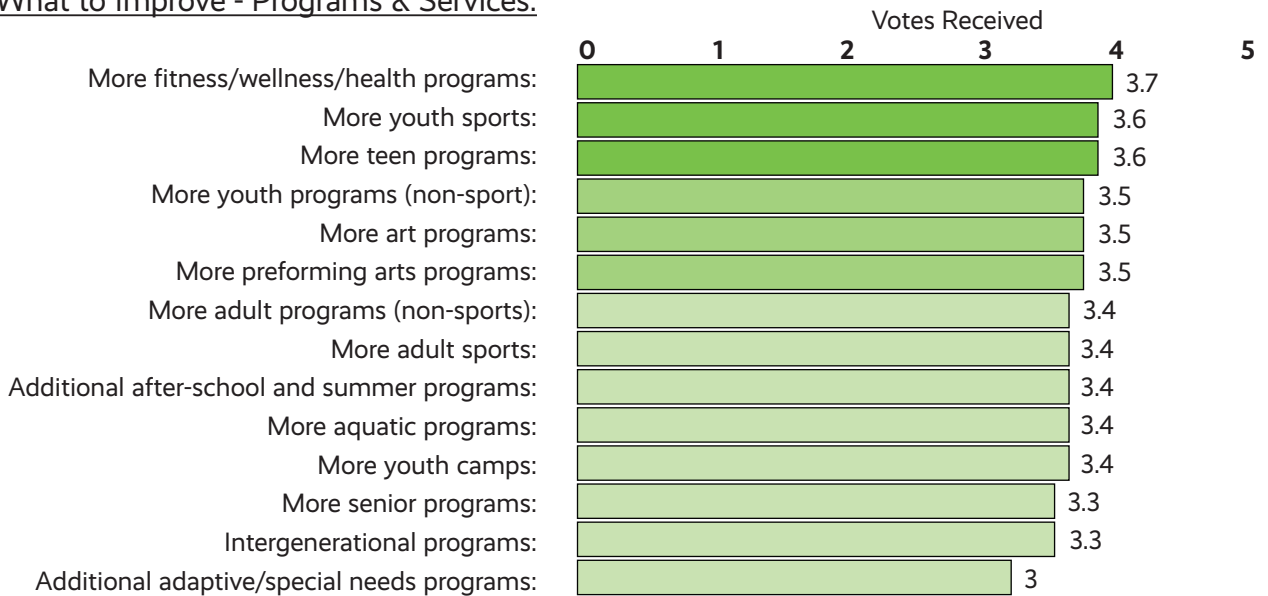


Figure 4.16: What to Improve - Programs & Services Graph.

What to Improve - Events:

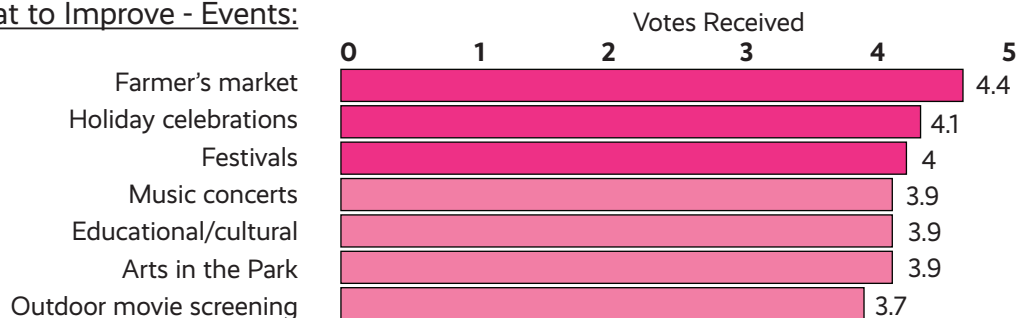


Figure 4.17: What to Improve - Events Graph.





## What to Improve - Facilities & Amenities:

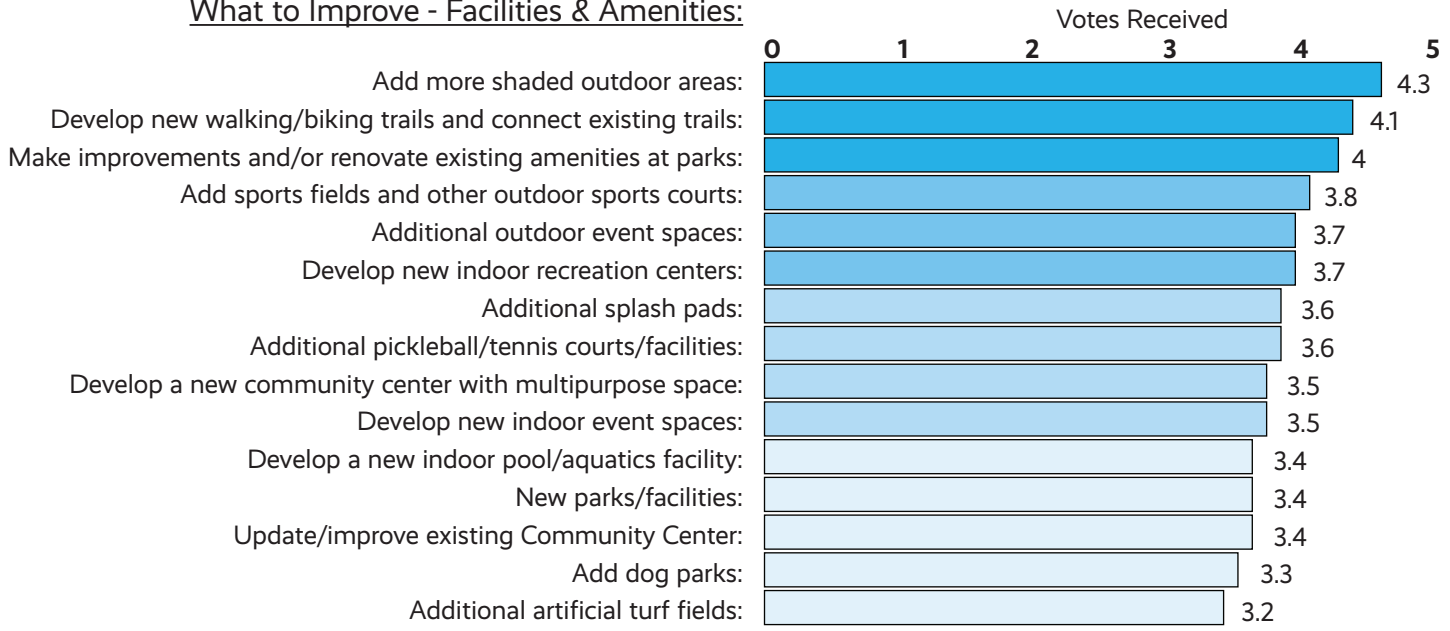


Figure 4.18: What to Improve - Facilities & Amenities Graph.

## What to Improve - Programs & Services:

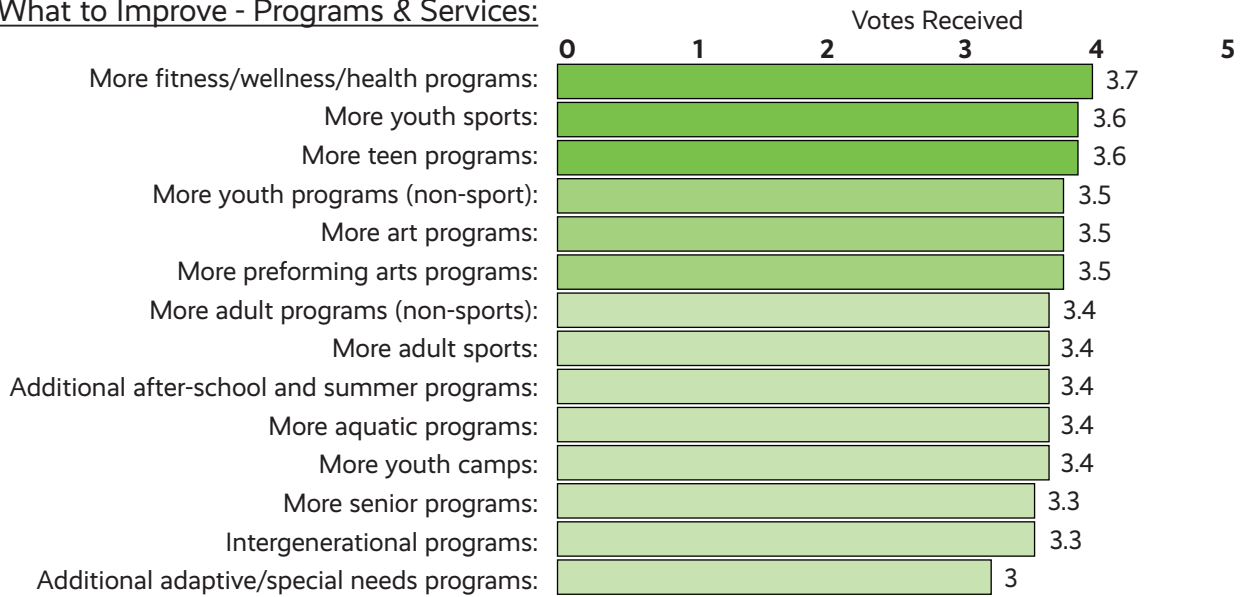


Figure 4.19: What to Improve - Programs & Services Graph.

## What to Improve - Events:

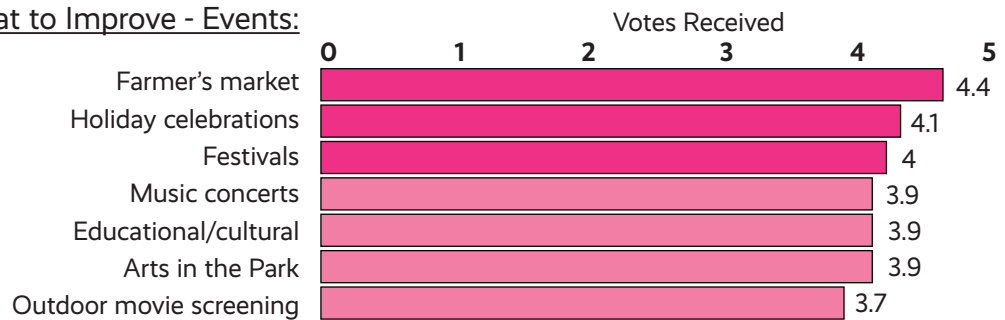


Figure 4.20: What to Improve - Events Graph.



### Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below and a list of full responses is included in the Appendix.

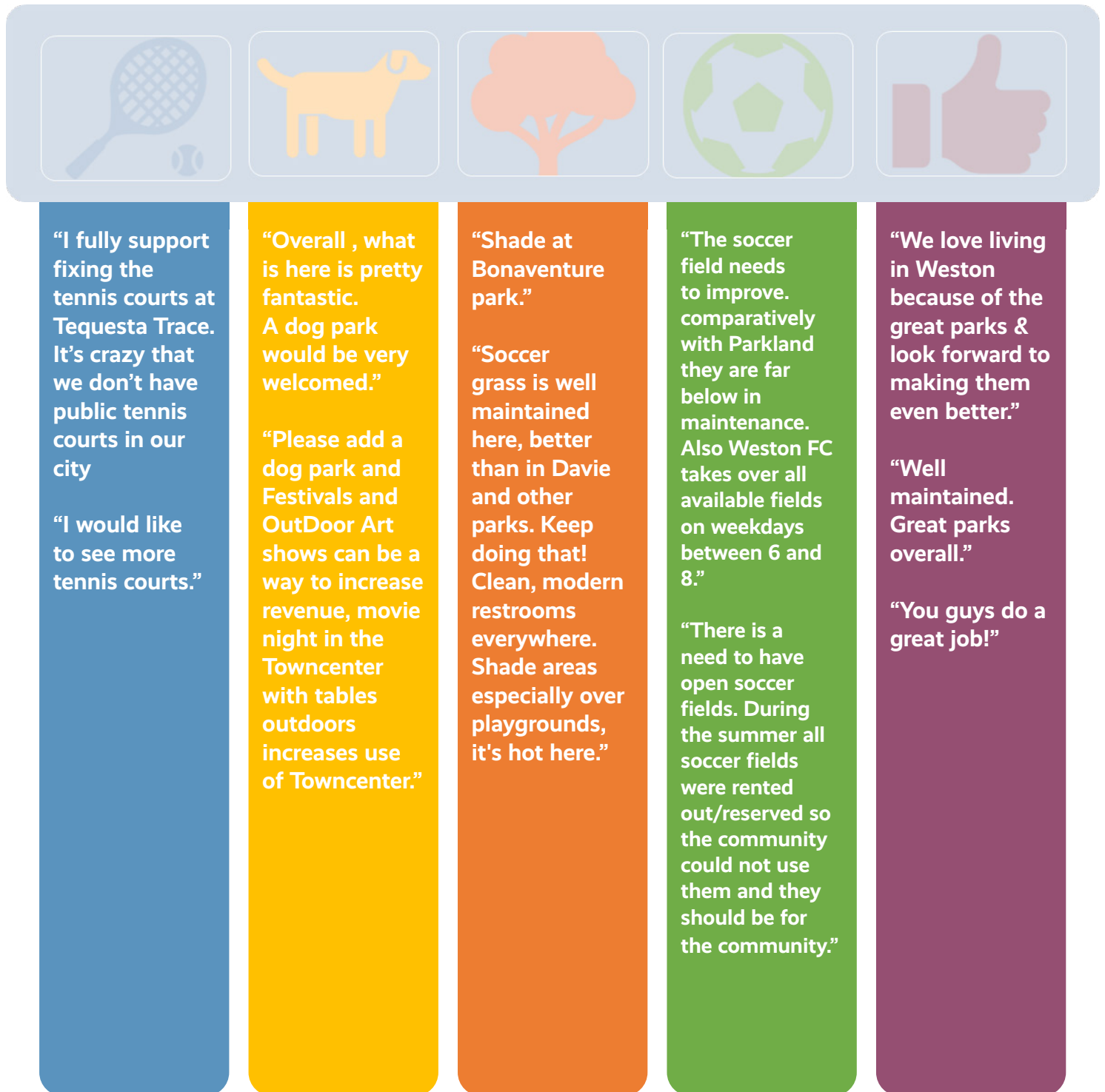


Figure 4.21: Survey Additional Comments/Suggestions.





### 4.3. Key Input Findings Summary

To further review and synthesize the findings from the survey, stakeholder engagement and public meetings, key issues were identified to evaluate for potential recommendations. Key issues were further organized by category and data source, then inserted in a data matrix (Table 1.8) for analysis. Data sources, both qualitative and quantitative, indicate where the issue was heard or identified. These sources include staff input, public/stakeholder input, leadership interviews, community survey, inventory and level of service analysis. A blank matrix cell means the issue didn't come up or wasn't specifically addressed. Each key issue was assigned a value based upon the desired priority from each stakeholder input.

#### Key Issue Rating Scale

1st Priority = 3 points

2nd Priority = 2 points

3rd Priority = 1 point

Since the Public Workshop and Public Surveys represent a larger sampling of stakeholders, the ratings for key issues were given a multiple.

Public Workshop counted for 2x times the points

Public Survey counted for 3x times the points

The top 6 Key Issues from the Key Issue Matrix are the following:

- Need for Community Center/ Cultural Arts Center/ Recreation Center
- Lack of indoor multipurpose flexible space
- Reconfiguration of Sports Field and the need for additional fields
- Additional playgrounds/ Refurbishment of outdated playgrounds
- Creation of recurrent Farmers Market
- Parking Improvements and Additional Parking





**Overall Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Parking/reconfiguration	16		1	3	2			1		9		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Farmers Market	15								6	9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Teen Programs	14			1		3			4	6		
Communication regarding facilities/programs/events	13	3	1					3		6		
Dog Park	12			2					6		2	2
Indoor Space for programs/events	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.)	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Festivals	11								2	9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters, etc.)	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Adult activities/sports	10			3					4	3		
Connectivity w/ Bike Paths	10			1						9		
Multi-generational Programs/ Activities	10		2		1			1		6		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Holiday Celebrations	9									9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Art and Music Programs	8							3	2	3		
Arts in the Park	8							2		6		
Community Garden/ Gardening	8								6		2	
Educational/cultural events	8							2		6		
Outdoor Movie Screening	8							2		6		
Wifi Expansion	8				2					6		
Youth Sports	8								2	6		

Table 4.1: Overall Key Matrix.





Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Music Events	7		1							6		
Performing Arts Programs/ Performances	7							2	2	3		
Vista Park 5-acre vacant lot	7	3	2		2							
Art Shows	6							2	4			
Community Events	6									6		
Fitness/Wellness/Health Programs	6									6		
Pickleball courts	6		3					1	2			
Staff	6	2	2	2								
Indoor Meeting Spaces	5				2			3				
Parks and Recreation Department Organization (Policies & Procedures)	5	2		3								
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Covered courts/ Indoor courts	3				1	2						
Expanded Hours of Operation at Parks/Recreational Facilities	3									3		
Fitness Equipment	3		1	2								
Indoor space for Performances	3							3				
Program/Activity instructors Procedures and Policies	3			3								
Redesign of Hockey Rinks	3			2	1							
Storage	3				3							
Adaptive/Special Needs Program	2								2			
Art Room/Exhibit Space	2							2				
Bank/Pier-Fishing	2								2			
Batting Cages	2				2							
Botanical/Butterfly Garden	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Golf Carts at parks for transportation of equipment	2				2							
Golf Course	2								2			
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Lighting	2				2							
Redevelop the parks that are near the schools (Eagle Point)	2		1		1							
Seating/Bleachers	2				2							
Swimming	2								2			
Theatre at Town Center	2		2									
Veterans Memorial	2		2									
Warm-up/Practice Areas	2				2							
Yoga	2								2			

Table 4.1: Overall Key Matrix Cont.



**Facilities and Amenities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Fields/Reconfigure (multipurpose)	18		1		3	2			4	6	2	
Indoor multipurpose flexible space	17	3	2			3		3		6		
Aquatic Facilities (pools, splashpad, etc.)	16		3					2		9		2
Parking/reconfiguration	16		1	3	2			1		9		
Playgrounds/ Refurbishment of outdated ones	15		1							9	3	2
Dog Park	12			2					6		2	2
Indoor space for programs and for proper event setup	12	2		3		1		3		3		
Restrooms/Update Restrooms	12			3						9		
Sport Courts (basketball, volleyball, etc.	12								4	6		2
Facilities and Amenities (Updating/Replacement/Expanding)	11			2						9		
Public Courts (pickleball, tennis, padel, etc.)	11	2		3			2	1		3		
Shaded Outdoor Areas (playgrounds, picnic areas, shelters,	11		1		1					9		
Tennis Courts (public lighted)	11		3						2	3		3
Connectivity w/ Bike Paths	10			1						9		
Outdoor Event Space	10			2		2				6		
Picnic/Barbecue Areas	10				1					9		
Multipurpose Paths	9									9		
Open Fields for free play/ Open Play Areas	9			3						6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Community Garden/ Gardening	8								6		2	
Wifi Expansion	8				2					6		
Artificial Fields	7	2	2		3							
Basketball Courts	7				1	2				3		1
Vista Park 5-acre vacant lot	7	3	2		2							
Pickleball courts	6		3					1	2			
Indoor Meeting Spaces	5				2			3				
Teen Center	5					3					2	
Indoor Space for Movies/Films	4							2	2			

Table 4.2: Facilities and Amenities Key Matrix.



### Indoor Facilities Key Matrix

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Community Center/ Cultural Arts Center/ Recreation Center	28	3	3	3				3	4	6	3	3
Indoor multipurpose flexible space	17	3	2			3		3		6		
Indoor Space for programs/events	12	2		3		1		3		3		
Sport Courts (basketball, volleyball, etc.	10								4	6		
Amphitheater (accessible for elderly/special needs)	8							2	6			
Indoor Meeting Spaces	5				2			3				
Indoor Space for Movies/Films	4							2	2			
Covered courts/ Indoor courts	3				1		2					
Indoor space for Performances	3							3				
Storage	3				3							
Teen Center	3					3						
Art Room/Exhibit Space	2							2				
Gym expansion	2					2						
Indoor Music Space/Stage	2							2				
Indoor Volleyball Courts	2					2						
Theatre at Town Center	2		2									
Indoor Game Rooms for Seniors/Teens	1							1				
Indoor Space for Zumba Program	1					1						

Table 4.3: Indoor Facilities Key Matrix.





**Programs and Activities Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data								Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORK-SHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Teen Programs	14			1		3			4	6		
Adult activities/sports	10			3					4	3		
Multi-generational Programs/ Activities	10		2		1			1		6		
Art and Music Programs	8							3	2	3		
Youth Sports	8								2	6		
Performing Arts Programs/ Performances	7							2	2	3		
Fitness/Wellness/Health Programs	6									6		
Karate Program and space	4				1	3						
Aquatic Programs	3									3		
Adaptive/Special Needs Program	2								2			
Canoeing/Kayaking	2								2			
Cycling	2								2			
Educational Lectures	2							2				
Equestrian	2								2			
Golf	2								2			
Swimming	2								2			
Yoga	2								2			
Mentoring Programs	1					1						
Senior Programs	1					1						
STEM Program and Equipment (computers, etc.)	1					1						

Table 4.4: Programs and Activities Key Matrix.



**Events Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data		
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS
Farmers Market	15							6	9		
Festivals	11							2	9		
Holiday Celebrations	9								9		
Arts in the Park	8						2		6		
Educational/cultural events	8						2		6		
Outdoor Movie Screening	8						2		6		
Music Events	7		1						6		
Art Shows	6						2	4			
Community Events	6								6		

Table 4.5: Events Key Matrix.

**Department Organization Key Matrix**

Key Issue - Rating Scale  First Priority = 3 pts Second Priority = 2 pts Third Priority = 1 pt  * Public Workshop counted for 2x times the pts *Public Survey counted for 3x times the pts	TOTAL	Qualitative Data							Quantitative Data			
		P & R LEADERSHIP	CITY COMMISSIONERS	P & R STAFF WORKSHOP	SPORTS ALLIANCE	YMCA	RACQUET CLUB	ARTS COUNCIL	PUBLIC WORKSHOP	SURVEY	NRPA BENCHMARKS	COMPARATIVE STUDY
Communication regarding facilities/programs/events	13	3	1					3		6		
Additional Staff	6	2	2	2								
Parks and Recreation Department Organization (Policies and Procedures)	5	2		3								
Expanded Hours of Operation at Parks/Recreational Facilities	3								3			
Partnership with School Board	1	1										
Partnerships and Communication Strategy with HOA Neighborhoods	1	1										

Table 4.6: Department Organization Key Matrix.



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CITY OF WESTON  
25<sup>th</sup>  
ANNIVERSARY  
1990 - 2015

Celebrating 25 Years

purpose is people

Figure 5.0: Weston 25 Years Celebration.



# 05



## CHAPTER 5: VISION





## 5.1. Overall Park System Vision For The Future

The Parks and Recreation Master Plan (PRMP) planning process gathered and analyzed observational, quantitative and qualitative data on issues impacting the condition of City parks and recreation facilities and programs. The City-wide Parks and Recreation Master Plan survey had several takeaways that helped guide and formulate the overall Park System Vision of the Master Plan. The following are the key takeaways: Respondents thought most facilities and amenities were satisfactory to the community’s needs except for the Community Center and aquatic facilities. Respondents also felt strongly about adding more facilities and amenities. Trails and pathways, amenities at City parks and City parks and open spaces were voted the most important facilities and amenities. Another takeaway backing up the importance of trails and pathways is that 35% of respondents are willing to walk 10-14 minutes and 29% are willing to walk 5-9 minutes to a City recreation facility. Overall, 61% of respondents agreed that additional shade in parks would help increase their use of parks and recreation facilities. And finally, about half of the respondents voted in support of funding options for sponsorships/naming rights and more private/public partnerships.

In general, overall satisfaction with facilities and programs is high. The City of Weston Parks and Recreation System has excellent facilities, offers high-quality sports programs and annual events and provides valuable services that contribute to residents’ high quality of life. To ensure that the City of Weston continues to meet the needs and expectations of the community over the next ten years, it is recommended that the City maintain and/or improve the parks system in areas that were identified as “high priorities” by City residents. These general recommendations include:



**Maintain and improve existing City parks & facilities**



**Identify the needs of the current & future community**



**Provide a multi-functional Community Center**



**Improve awareness of recreational programs and events**



**Provide Multi-purpose flexible indoor space**



**Identify & establish partnerships to expand recreational services**



**Provide Multi-purpose fields & courts**



**Expand arts and cultural events / programs**



**Provide multi-functional open space**



**Provide diverse programs**



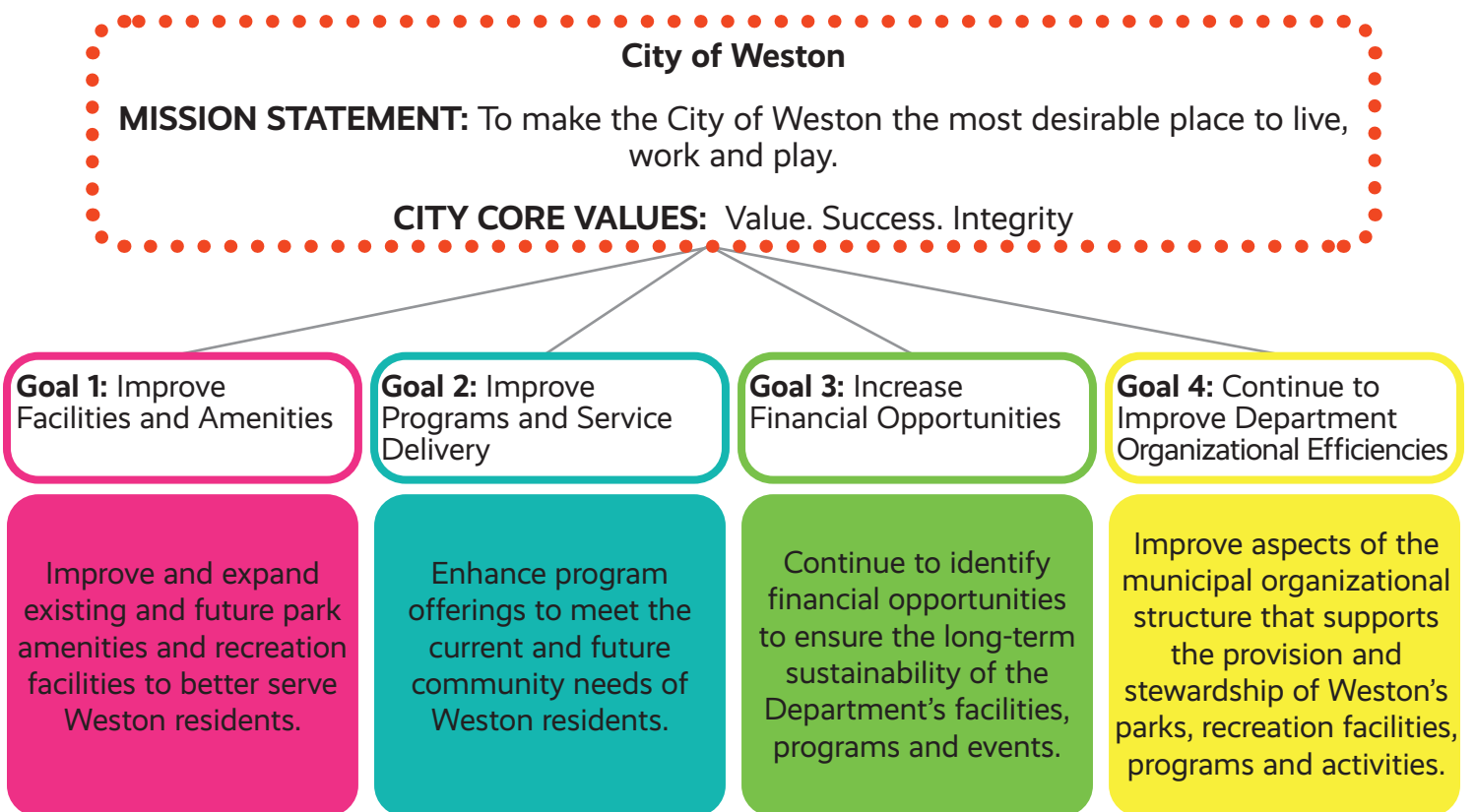
As the Parks & Recreation master planning process identified key areas for strengthening current service delivery and prepares Weston’s Parks and Recreation system to continue to meet the recreation needs of future generations, the identified key areas were synthesized into the overall Park System Vision Goals. These four goals act as an umbrella for the specific recommendations and action plans and align with City and the

**City Goals:**

- Provide the highest quality of public safety.
- Preserve our parks and provide quality recreation programs.
- Continue our commitment to sustaining a stable and strong financial position that will enable us to maintain and enhance our physical and operating infrastructures.
- Continue our commitment to accountability and transparency.
- Continue using all the tools and technologies available to communicate our activities to our residents and businesses.
- Continue to take leadership roles in the formation and execution of public policy that benefits the City and in federal, state and local professional organizations.

**Parks and Recreation Department Goal:**

The goal of Parks and Recreation is to effectively manage the City’s parks, to provide first-class facilities and to provide programs to meet the needs and desires of all ages represented in the City.





## 5.2. Vision Subsystems

Based on of the key findings through the planning process, vision subsystems were developed for the City's Parks and Recreation system. These subsystems help guide the development of parks, facilities, amenities and programs to achieve current and future level of service.

### Vision Subsystems:

1. Park Systems - Communication methods, marketing, wi-fi at parks, partnerships, signage and accessibility.
2. Facilities & Amenities - Athletic fields, courts, playgrounds, shade structures, pavilions, restrooms and parking.
3. Indoor Recreation - Community Center, Recreation Center/Gymnasium and meeting rooms.
4. Programs & Events - multi-generational programs, fitness programs, arts & crafts programs, classes, festivals, concerts, holiday celebrations and cultural events.
5. Trails & Bike/Pedestrian Facilities - Greenways, bike paths, multi-purpose paths and trails.

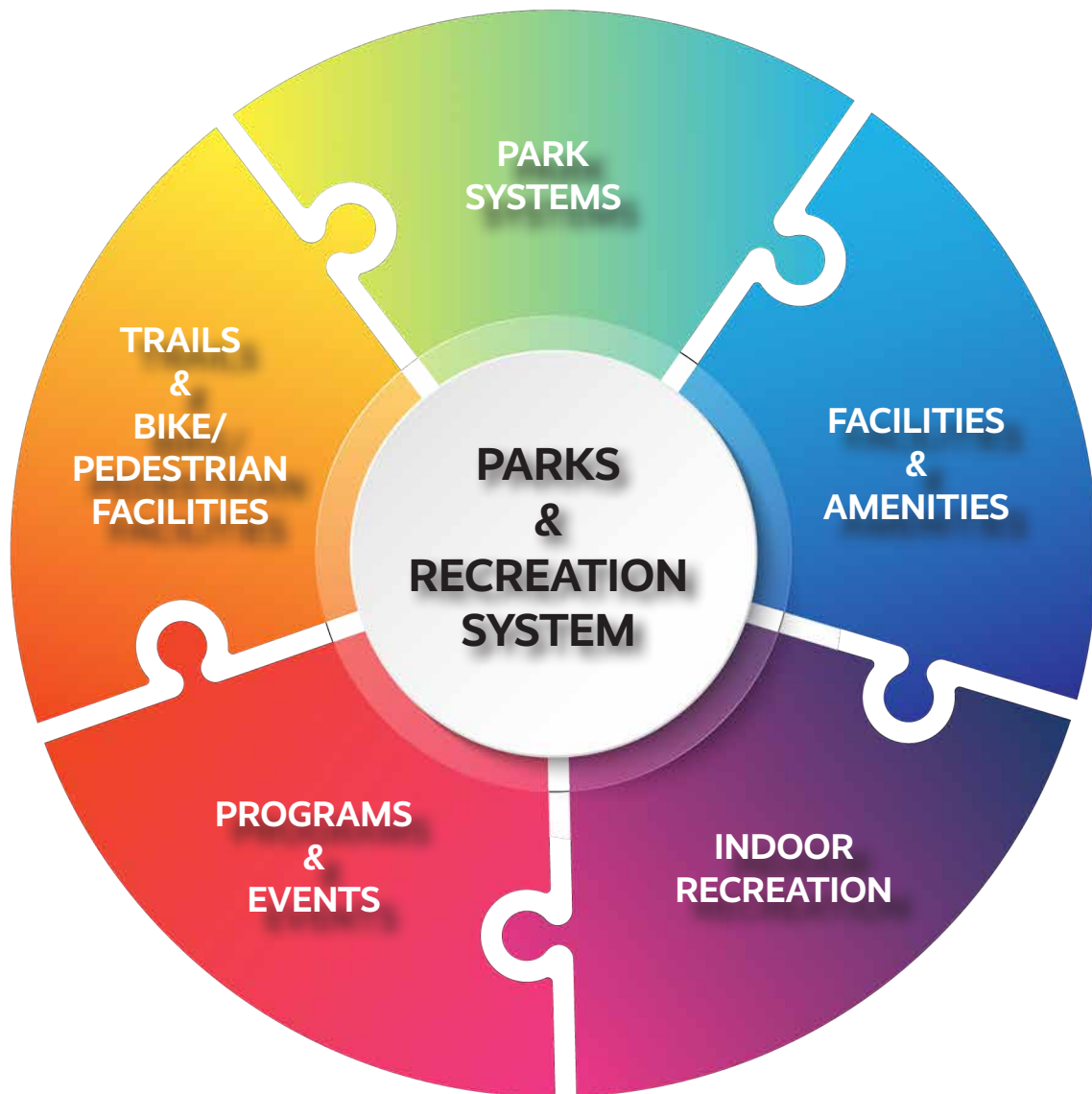


Figure 5.1: Parks & Recreation System - Vision Subsystems.





Following outlines each vision subsystem and its associated recommendations:

### 5.2.1. Park Systems

#### **Objective 1.1 – Continue to improve external communication regarding Department activities and services.**

The Parks and Recreation Department should review and update their market strategy annually to evaluate the effectiveness of previous marketing strategies and public outreach efforts to determine the need for improvement. Public outreach and marketing channels shall continue to be diverse and adaptive to the needs of the community and shall follow the Communications Guide. The public survey highlighted that emails and social media are the community's preferred way to receive information. The Department should encourage the social media efforts to widen outreach. The Special Events Manager shall continue to coordinate marketing efforts for the Parks and Recreation Department and coordinate with the Communications Department.

#### **Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.**

The Parks and Recreation Department shall develop and implement a marketing and brand campaign to promote existing and future parks, facilities, programs and services. The marketing and branding campaign shall emphasize programs and events.

#### **Objective 1.3 – Further enhance access to technology at public facilities.**

The Department should expand the installation of wi-fi in recreation facilities and parks. Establishing a wi-fi network across all recreational facilities, embraces the Department's ability to launch mobile applications and marketing opportunities. Current trends indicate an increase of park guests expecting wi-fi at parks.

Parks and Recreation should explore additional social media uses and navigation apps for parks and trails.

#### **Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.**

Further develop partnerships with schools, private and non-profit organizations that have additional resources for programs and activities. Currently, the City offers the use of its parks to the following neighboring schools: Eagle Point Elementary, Gator Run Elementary, Country Isles Elementary, Indian Trace Elementary, Tequesta Trace Middle School, Cypress Bay High School/ Falcon Cove Middle School and Everglades Elementary. An outreach plan shall be established to implement partnerships. The Department should ensure all partnerships are memorialized in a signed partnership agreement with defined roles and responsibilities.

#### **Objective 1.5 – Continue to expand and update signage department wide to make it easier for users to find and use parks, facilities and trails.**

The Department should evaluate directional and wayfinding signage to facilities on roadway, trails and within parks. Additionally, the Department should enhance and update existing park signs as parks are renovated. Improved wayfinding signage will contribute to greater connectivity of parks and facilities.

#### **Objective 1.6 – Continue to improve ADA accessibility at Parks.**

The Department should continue to implement and maintain the ADA Transition Plan established in the Parks and Recreation Master Plan. The Department should identify and address ADA needs to provide true universal access to facilities.





## 5.2.2. Facilities and Amenities

### **Objective 2.1 – Maintain and improve existing facilities and amenities.**

The Department should prioritize the continued improvement and upgrading of existing facilities and amenities through an annual evaluation of current conditions. The evaluation shall utilize formal criteria and a checklist to ensure constant maintenance reviews.

### **Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.**

Based on current and future needs, the Department should explore opportunities for appropriate future facility expansion and redesign, including multipurpose uses and re-purposed spaces. These spaces include specifically neighborhood parks under the School Board agreement. An evaluation of current facilities and future population demands should be conducted following the Master Plan process and based on population and needs-based assessments.

### **Objective 2.3 – Develop new facilities and amenities based on level of service analysis.**

The Department should look for opportunities to add new facilities and amenities to better serve Weston residents. The Department should implement recommendations based on current/future needs.

### **Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.**

As the planning process has highlighted, some current and future projection standards for current facilities are below benchmarks. The Department should identify and implement opportunities for potential expansion of recreation amenities. The Department should implement recommendations based on the Parks and Recreation Master Plan.

### **Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.**

As the Department is making upgrades to and improving existing facilities, it should explore opportunities to add shade, storage, public art, security lighting and other amenities appropriately at each facility.

### **Objective 2.6 – Add destination park amenities**

As resident interest grows and demand for new and different amenities at parks are identified, the Department should explore opportunities to add destination amenities at existing parks. Destination park amenities such as art in parks, outdoor exercise stations, splash pads, community gardens, dog parks, etc.

## 5.2.3. Indoor Recreation

### **Objective 3.1 – Identify and implement expansion of indoor recreation spaces.**

As the planning process has highlighted that current and future projection standard for current indoor recreation facilities are below benchmarks, the Department should identify and implement opportunities for potential expansion of indoor recreation spaces. These include athletic, meetings, educational, cultural and event spaces. All these indoor spaces should be multipurpose spaces. The Department should implement recommendations based on the Parks and Recreation Master Plan. The expansion of City-owned indoor space provides the City with an alternative location for an emergency relief center.

## 5.2.4. Programs & Events

### **Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.**

The Department should provide additional multi generational programs for families, teens and seniors.





As the Department develops new programs it should recognize expanding fitness/wellness, cultural and special needs programs which are currently in high demand. In order to ensure service delivery reflects the diversity of the community the Department should provide additional programs that are multi-generational. An evaluation of expanding program opportunities should be done annually and based on demand, trends, NRPA standards, SCORP standards, Indoor Recreation LOS and Access LOS. The Department should engage the Arts Council of Greater Weston, Weston Sports Alliance, Weston YMCA and the community in program development.

**Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.**

The Department should ensure programs being offered cater to all resident needs spectrums and reflect current and future trends. The Department shall identify program gaps, inequality of services and service gaps for residents with disabilities or who have special needs to develop and provide inclusive programs and services across Weston.

**Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.**

The Department should continually identify opportunities to expand events throughout the community. These events will help with community engagement by providing easily accessible events near residents, individual neighborhoods.

**Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.**

The Department should continue to look for opportunities to expand cultural events. In order to

ensure that the events reflect the diversity of the community, the Department should engage with the Arts Council of Greater Weston and the community in event development.

### 5.2.6. Trails & Bike/Pedestrian Facilities

**Objective 5.1 – Expand greenways and trails connectivity.**

The Department should continue to develop greenways to better connect neighborhoods and parks. As new and existing greenways and trails are designed and renovated, the Department should consider adding fitness stations in appropriate locations along the trails.





### 5.3. Parks Plan Vision - Capital Improvements

City of Weston, nestled in the heart of Broward County, Florida, is renowned for its commitment to green spaces, education, and community development. One of the distinctive features of this family-oriented city is its strategic placement of parks adjacent to public schools. This approach encourages physical activity and outdoor recreation and fosters a strong sense of community. Among these parks, Indian Trace Park has stood out as a shining example of success. As the city moves forward, it is imperative to continue opening up these school-adjacent parks to the public, capitalizing on their potential for community engagement and improvement.

To address this vision, the Parks and Recreation Master Plan has played a pivotal role. This comprehensive plan systematically evaluated the community's needs and thoroughly analyzed the programming capacity of the parkland. Appendix A outlines one possible improvement scenario for each park, focusing on planning their capacity. It's crucial to understand that these scenarios, detailed in the appendix, are intended as something other than conceptual site plans for parks. Instead, they serve as tools for essential planning and cost estimate exercises designed to inform the range of capital improvement expenditure, with less sensitivity to the eventual final layout of the individual park. This approach ensures a thoughtful and strategic development of the parks, aligning with the city's commitment to green spaces and community well-being.



Figure 5.2: Indian Trace Park Playground.





Below is a chart summarizing the benefits of the park system capacity with proposed improvements.














Amenity	Existing Recreational Facilities	Improvements Recreational Facilities	Benefits
 <p>Athletic Multi-Purpose Field</p>	<ul style="list-style-type: none"> <li>• 9 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Additional Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 225%  Increase usage</li> </ul>
 <p>Baseball/Softball Field</p>	<ul style="list-style-type: none"> <li>• 21 Fields</li> <li>• 320 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 4 Baseball Fields to Multipurpose Artificial Fields</li> <li>• 2 Baseball Fields Improvement</li> <li>• 350 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 20%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Basketball Court</p>	<ul style="list-style-type: none"> <li>• 9 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• Added Shade Structure</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Multi-Purpose Court</p>	<ul style="list-style-type: none"> <li>• 4 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 11 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 275%  Increase usage</li> </ul>
 <p>Multi-Purpose Artificial Turf Field</p>	<ul style="list-style-type: none"> <li>• 8 Fields</li> <li>• 230 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Multipurpose (Grass) to Artificial Turf</li> <li>• 335 days of use</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Pickleball Court</p>	<ul style="list-style-type: none"> <li>• 12 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 51 Additional Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 425%  Increase usage</li> </ul>
 <p>Roller Hockey Rink</p>	<ul style="list-style-type: none"> <li>• 2 Rinks</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Hockey Rink Removal</li> <li>• 1 Hockey Rink Relocation</li> </ul>	<ul style="list-style-type: none"> <li>• Improved facility</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits.





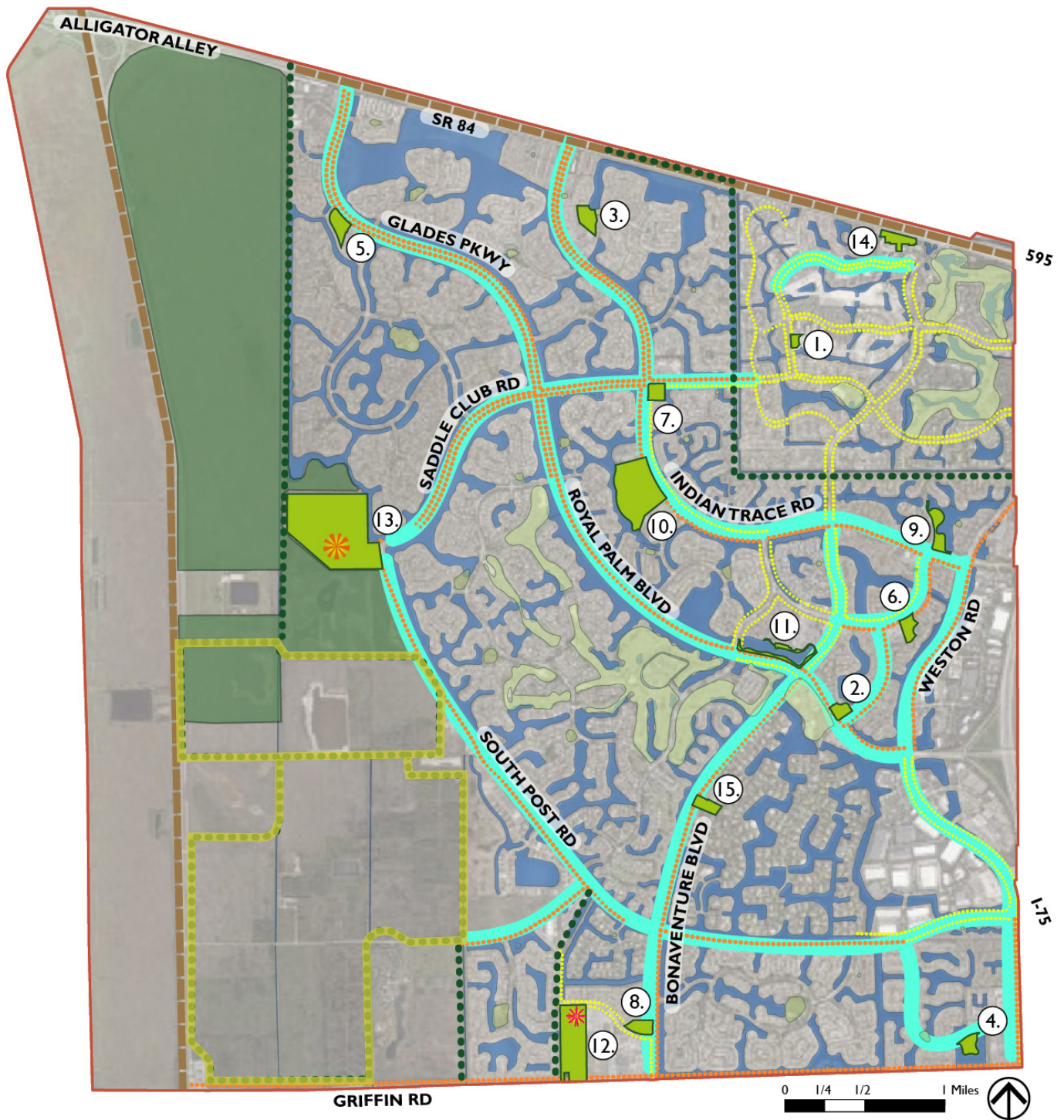
 <p>Sand Volleyball</p>	<ul style="list-style-type: none"> <li>• 5 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Sand Volleyball Court</li> <li>• 1 Improved Sand Volleyball Court</li> </ul>	<ul style="list-style-type: none"> <li>• 200%  Increase usage</li> </ul>
 <p>Soccer/Football/Lacrosse Field (Grass)</p>	<ul style="list-style-type: none"> <li>• 5 Fields</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Soccer Field Conversion to Artificial Turf</li> </ul>	<ul style="list-style-type: none"> <li>• Low maintenance</li> <li>• 29%  Increase usage</li> <li>• Accessibility</li> <li>• Decrease in injuries</li> </ul>
 <p>Tennis Court</p>	<ul style="list-style-type: none"> <li>• 17 Courts</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Court</li> </ul>	<ul style="list-style-type: none"> <li>• 6%  Increase usage</li> </ul>
 <p>Playground</p>	<ul style="list-style-type: none"> <li>• 12 Playgrounds</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Playground Upgrade</li> <li>• 1 Added Shade Structure to Existing Playground</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Splashpad</p>	<ul style="list-style-type: none"> <li>• 0 Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Additional Splashpad</li> </ul>	<ul style="list-style-type: none"> <li>• 100%  Increase usage</li> </ul>
 <p>Fitness Station</p>	<ul style="list-style-type: none"> <li>• 4 Fitness Stations</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Additional Fitness Station Areas</li> </ul>	<ul style="list-style-type: none"> <li>• 50%  Increase usage</li> </ul>
 <p>Indoor Community/Recreation Space</p>	<ul style="list-style-type: none"> <li>• 7,250 SF</li> </ul>	<ul style="list-style-type: none"> <li>• 80,000 Additional SF</li> </ul>	<ul style="list-style-type: none"> <li>• 11 times the SF</li> </ul>
 <p>Shelter</p>	<ul style="list-style-type: none"> <li>• 18 Shelters/Gazebos</li> </ul>	<ul style="list-style-type: none"> <li>• 5 Shelters</li> </ul>	<ul style="list-style-type: none"> <li>• 128%  Increase usage</li> </ul>

Table 5.1: Parks Plan Vision - Capital improvements benefits Continued.





# Parks Overall Map



**LEGEND:**

- |                                      |                          |                                    |                         |                          |
|--------------------------------------|--------------------------|------------------------------------|-------------------------|--------------------------|
| City of Weston Boundary              | Existing Sidewalk        | Proposed C-11 Impoundments project | 1. Bonaventure Park     | 9. Peace Mound Park      |
| City Parks                           | Existing Shared Use Path | Proposed Unpaved Trail             | 2. Country Isles Park   | 10. Tequesta Trace Park  |
| Conservation Wetland Mitigation Area | Existing Bike Lane       | Proposed Recreation Buildings      | 3. Eagle Point Park     | 11. Town Center Park     |
| Existing Paved Shoulder              |                          |                                    | 4. Emerald Estates Park | 12. Vista Park           |
|                                      |                          |                                    | 5. Gator Run Park       | 13. Weston Regional Park |
|                                      |                          |                                    | 6. Heron Park           | 14. Weston Racquet Club  |
|                                      |                          |                                    | 7. Indian Trace Park    | 15. Windmill Ranch Park  |
|                                      |                          |                                    | 8. Library Park         |                          |

Figure 5.3 Parks Plan Vision







Figure 6.0: Peace Mound Park Playground.



# 06



## CHAPTER 5: IMPLEMENTATION PLAN





### 6.1. Implementation

The following Goals, Objectives and Actions for the recommendations were determined from information gathered during the master planning process. The information gathered consisted of recreation trends, inventory, level of service analysis and community and stakeholder involvement.

The planning horizon for this Master Plan is ten (10) years. In order to allow the City to evaluate and budget for the proposed recommendations and improvements, each has been prioritized as a short, medium, or long term implementation. The time-frame to complete each of these recommendations is:

- Short-term (up to 3 years)
- Mid-term (4-6 years)
- Long-term (7-10 years)

1

**SHORT TERM**  
(1-3 YRS)

2

**MID-TERM**  
(4-6 YRS)

3

**LONG TERM**  
(7-10 YRS)



<b>1. Park Systems</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 1.1 – Continue to improve external communication regarding Department activities and services.</b>				
<b>Actions</b>				
<b>1.1.a</b> Update the Department’s marketing and advertisement strategy annually	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.b</b> Evaluate previous marketing strategies and public outreach methods effectiveness	Department Staff	Department Staff	Department Staff	N/A
<b>1.1.c</b> Explore increased resident engagement to create advocacy in the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.2 – Develop a marketing and brand campaign to promote parks, facilities, programs and services.</b>				
<b>Actions</b>				
<b>1.2.a</b> Develop a marketing and brand campaign for parks, facilities, programs and services	Department Staff	Department Staff	Department Staff	N/A
<b>1.2.b</b> Implement diverse methods of communication (@Play, email, mobile application, City website, social media, etc.)				
Printing, advertisement, etc. @ \$50,000 / year	\$150,000	\$150,000	\$200,000	\$500,000
Update graphic design services, etc. @ \$20,000 / year	\$60,000	\$60,000	\$80,000	\$200,000
<b>TOTAL:</b>	<b>\$210,000</b>	<b>\$210,000</b>	<b>\$280,000</b>	<b>\$700,000</b>
<b>Objective 1.3 – Further enhance access to technology at public facilities.</b>				
<b>Actions</b>				
<b>1.3.a</b> Expand wi-fi throughout all parks	\$25,000	\$20,000	\$0	\$45,000
<b>1.3.b</b> Mobile Application development and maintenance @ \$50,000 for setup and \$10,000 / year maintenance	\$70,000	\$30,000	\$40,000	\$140,000
<b>Objective 1.4 – Continue to develop and establish partnerships with schools, private and non-profit organizations that can aid residents by offering programs and services.</b>				
<b>Actions</b>				
<b>1.4.a</b> Explore additional partnership opportunities and build on existing partnerships with schools, private and non-profit organizations	Department Staff	Department Staff	Department Staff	N/A
<b>1.4.b</b> Ensure all existing and future partnerships are memorialized in a signed partnership agreement	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 1.5 – Continue to expand and update signage agency-wide to make it easier for users to find and use parks, facilities and trails.</b>				
<b>Actions</b>				
<b>1.5.a</b> Evaluate wayfinding signage to facilities on roadways, trails and within parks.	Department Staff	Department Staff	Department Staff	N/A
<b>1.5.b</b> Enhance and update existing park entry signs to incorporate the City-wide branding initiative.				
Entry Sign (with electronic ticker) @ \$100,000 each: Regional Park & Vista Park	\$100,000	\$100,000	\$0	\$200,000
<b>1.5.c</b> Improve connectivity by use of interior park wayfinding signs.				
Regional Park: 20 signs per Park @ \$2,500 per sign (Regional Park)	\$50,000	\$0	\$0	\$50,000
Community Parks: 10 signs per Park @ \$2,500 per sign (Tequesta Trace Park & Vista Park)	\$50,000	\$0	\$0	\$50,000
Neighborhood Parks: 5 signs per Park @ \$2,500 per sign	\$0	\$137,500	\$0	\$137,500
<b>TOTAL:</b>	<b>\$100,000</b>	<b>\$137,500</b>	<b>\$0</b>	<b>\$237,500</b>
<b>Objective 1.6 – Continue to improve ADA accessibility at Parks.</b>				
<b>Actions</b>				
<b>1.6.a</b> Implement ADA Transition Plan @ \$25,000 / year	\$75,000	\$75,000	\$100,000	\$250,000
<b>1.6.b</b> Address non-compliant elements within City-owned recreational facilities, parks, and trails based on the ADA Transition Plan.	\$200,000			
<b>1.6.c</b> Continual evaluation of ADA needs for parks, facilities, and trails.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 1. Park Systems:</b>				
	<b>\$780,000</b>	<b>\$572,500</b>	<b>\$420,000</b>	<b>\$1,772,500</b>

Table 6.1: Action Plan.







## 2. Facilities and Amenities

OBJECTIVES	SHORT TERM (1-3YRS)	MID-TERM (4-6YRS)	LONG TERM (7-10YRS)	TEN YEAR TOTAL
<b>Objective 2.1 – Maintain and improve existing facilities and amenities.</b>				
<b>Actions</b>				
2.1.a Continual evaluation of current facilities and amenities	Department Staff	Department Staff	Department Staff	N/A
2.1.b Continue to implement existing projects, capital improvement plan and preventative maintenance to address under performing facilities and amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.2 – Continually refine recreational facilities to respond to current and future population demands.</b>				
<b>Actions</b>				
2.2.a Continual evaluation of current facilities and future population demands.	Department Staff	Department Staff	Department Staff	N/A
<b>2.2.b Facilities and amenities enhancements</b>				
Eagle Point Park		\$4,469,400		\$4,469,400
Windmill Ranch Park	\$4,170,000			\$4,170,000
Heron Park		\$5,258,400		\$5,258,400
Tequesta Trace Park			\$4,396,500	\$4,396,500
Country Isles Park			\$1,782,000	\$1,782,000
Gator Run Park	\$884,400			\$884,400
Racquet Club			\$2,028,000	\$2,028,000
Bonaventure Park (Playground Shade Structure)	\$120,000			
<b>TOTAL:</b>	<b>\$5,174,400</b>	<b>\$9,727,800</b>	<b>\$8,206,500</b>	<b>\$23,108,700</b>
2.2.c Evaluate opportunities for destination amenities based on demand.	Department Staff	Department Staff	Department Staff	N/A
2.2.c Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and the community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.3 – Develop new facilities and amenities based on level of service analysis.</b>				
<b>Actions</b>				
<b>2.3.a Proposed facilities and amenities</b>				
Regional Park	\$4,086,000	\$20,856,000	\$0	\$24,942,000
Vista Park	\$13,354,500	\$0	\$0	\$13,354,500
<b>TOTAL:</b>	<b>\$17,440,500</b>	<b>\$20,856,000</b>	<b>\$0</b>	<b>\$38,296,500</b>
<b>Objective 2.4 – Identify and implement potential acquisition and expansion of recreation amenities.</b>				
<b>Actions</b>				
2.4.a Evaluate potential acquisition and expansion of recreation amenities	Department Staff	Department Staff	Department Staff	N/A
<b>2.4.b Implement acquisition and recreation amenities expansion opportunities.</b>				
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	\$0	\$0	\$500,000	\$500,000
2.4.c Continual evaluation of potential acquisition and expansion of recreation amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.5 – Upgrade convenience and customer service amenities to existing facilities.</b>				
<b>Actions</b>				
2.5.a Develop a process to evaluate current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.b Continual evaluation of current facilities	Department Staff	Department Staff	Department Staff	N/A
2.5.c Continue to implement existing capital projects (Fiscal Year 2023 & 2024) and preventative maintenance to address under-performing amenities.	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 2.6 – Add destination park amenities.</b>				
<b>Actions</b>				
2.6.a Evaluate opportunities for destination amenities based on demand	Department Staff	Department Staff	Department Staff	N/A
2.6.b Continue to engage the Sports Alliance League, Arts Council, YMCA, Racquet Club and destination park community in amenities development.	Department Staff	Department Staff	Department Staff	N/A
<b>Subtotal of 2. Athletic Facilities: \$22,614,900 \$30,583,800 \$8,706,500 \$61,905,200</b>				







<b>3. Indoor Recreation</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 3.1 – Identify and implement expansion of indoor recreation spaces.</b>				
<b>Actions</b>				
<b>3.1.a</b> Proposed Indoor Recreation space				
Renovation of existing Community Center (8,000 sf @ \$200/sf)	\$0	\$0	\$1,600,000	\$1,600,000
New Community Center at Regional Park (Building, Backyard, and Site)	\$0	\$34,000,000	\$0	\$34,000,000
New Recreation Center at Vista Park (40,000 sf @ \$600/sf + \$2,000,000 for site improvements)	\$29,400,000	\$0	\$0	\$29,400,000
<b>TOTAL:</b>	\$29,400,000	\$34,000,000	\$1,600,000	\$65,000,000
<b>3.1.b</b> Develop indoor program space (furniture, sport equip., computers, etc.)				\$0
New Community Center at Regional Park (\$1,00,000 initial setup +\$10,000/year)	\$0	\$1,020,000	\$40,000	\$1,060,000
New Recreation Center/Gymnasium at Vista Park ( \$1,00,000 initial setup + \$10,000/ year)	\$1,020,000	\$30,000	\$40,000	\$1,090,000
<b>TOTAL:</b>	\$1,020,000	\$1,050,000	\$80,000	\$2,150,000
<b>3.1.c</b> Additional staff for Indoor Spaces - Vista Park Recreation Center (2 FTE) & Regional Community Center (2 FTE) (4 FTE @ \$50,000 / year)	\$100,000	\$400,000	\$800,000	\$1,300,000
<b>Subtotal of 3. Indoor Recreation:</b>	\$30,520,000	\$35,450,000	\$2,480,000	\$68,450,000





<b>4. Programs and Events</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 4.1 – Explore opportunities to increase recreational activities based on demand and trends.</b>				
<b>Actions</b>				
<b>4.1.a</b> Develop program opportunities for multi-generational programs in all locations (annually)	Department Staff	Department Staff	Department Staff	N/A
<b>4.1.b 4.1.b</b> Continue to engage the Weston Sports Alliance, Arts Council of Greater Weston, Weston Racquet Club, Weston YMCA, and the community in program development and delivery to ensure service delivery reflects the diversity of the community	Department Staff	Department Staff	Department Staff	N/A
<b>Objective 4.2 – Ensure program diversity and accessibility for all residents and provide inclusive programs.</b>				
<b>Actions</b>				
<b>4.2.a</b> Continue to evaluate and identify program gaps and inequalities of services	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.b</b> Develop new program and service opportunities. Program and Service @ \$20,000 / year	\$60,000	\$80,000	\$60,000	\$200,000
<b>4.2.c</b> Explore special needs programming opportunities	Department Staff	Department Staff	Department Staff	N/A
<b>4.2.d</b> Develop and expand special needs programming unique equipment @ \$100,000 / year	\$300,000	\$300,000	\$400,000	\$1,000,000
<b>Objective 4.3 – Explore opportunities to increase the number of neighborhood events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.3.a</b> Continue to look for opportunities to expand neighborhood and community special events through partnerships with existing community organizations	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.b</b> Hold quarterly meetings with neighborhood representatives, HOAs, etc.	Department Staff	Department Staff	Department Staff	N/A
<b>4.3.c</b> Develop new neighborhood events Portable Stage, lighting, sound equipment, etc.:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
6 events per year @ \$15,000 each	\$270,000	\$270,000	\$360,000	\$900,000
<b>TOTAL:</b>	\$315,000	\$285,000	\$380,000	\$980,000
<b>Objective 4.4 – Explore opportunities to increase the number of cultural events based on demand and trends.</b>				
<b>Actions</b>				
<b>4.4.a</b> Continue to look for opportunities to expand cultural events through partnerships with existing community organizations Stage, lighting, sound equipment, etc:	\$35,000	\$0	\$0	\$35,000
Maintenance, upkeep, new equipment @ \$5,000 per year:	\$10,000	\$15,000	\$20,000	\$45,000
4 events per year @ \$30,000 each	\$360,000	\$360,000	\$480,000	\$1,200,000
<b>TOTAL:</b>	\$405,000	\$375,000	\$500,000	\$1,280,000
<b>4.4.b</b> Activate through programming and cultural events Library Park and Town Center Park.				
<b>Subtotal of 4. Programs and Events:</b>	\$1,080,000	\$1,040,000	\$1,340,000	\$3,460,000



<b>5. Trails &amp; Bike/Pedestrian Facilities</b>				
<b>OBJECTIVES</b>	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Objective 5.1 – Expand greenways and trails connectivity.</b>				
<b>Actions</b>				
<b>5.1.a</b> Develop unpaved paths (Trail head and signage @ \$60,000)	\$100,000	\$50,000	\$0	\$150,000
<b>Subtotal of 5. Trails &amp; Bike/Pedestrian Facilities:</b>	\$100,000	\$50,000	\$0	\$150,000

	<b>SHORT TERM (1-3YRS)</b>	<b>MID-TERM (4-6YRS)</b>	<b>LONG TERM (7-10YRS)</b>	<b>TEN YEAR TOTAL</b>
<b>Grand Total:</b>	\$55,094,900	\$67,696,300	\$12,946,500	\$135,737,700
<b>*Grand Total:</b>	\$75,755,488	\$105,775,469	\$24,404,153	\$205,935,109

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.





## 6.2. Funding Strategies

Implementation of Weston’s 10 year horizon Parks and Recreation Master Plan is anticipated to cost up to \$193,572,677 for park development, indoor recreation facilities and amenities. This includes escalated 5% annual inflation rate based on 2023 cost and a 25% contingency is added to short term and mid-term, as well as a 30% contingency to the long term.

In order to implement the vision and objectives of the PRMP, the funding strategies focus on identifying available funding sources for priority projects and exploring alternative options. The city may leverage or “stack” potential grants and bond sales for parks and recreation improvements, as well as sources that have been utilized in the past. Analyzing both existing and potential funding sources established the basis for phasing recommendations, which are based on estimated costs. In Section 6.1 Implementation, the phasing recommendations were categorized into short-term CIP recommendations to be completed within the next three (3) years, mid-term four (4) to six (6) years, and long-term seven (7) to ten (10) years.

The priorities for implementation and potential funding sources for the Weston Parks and Recreation Master Plan have been established based on input from city staff, consultants and commission members.

### 6.2.1. Funding Approach

Common methods for funding parks and recreation capital improvements include:

- General Fund/ CIP (budget allocation)
- Millage Increase (approved by voters)
- Infrastructure Sales Tax (approved by voters County-wide)
- Park Impact Fees
- Grants
- User Fees
- Special Assessments
- General Obligation Bonds (backed by property tax)
- Revenue Bonds

The most feasible means of generating the necessary funds for the projects outlined in the Weston Parks and Recreation Master Plan are budget allocation, millage increase, or general obligation bond, all of which are listed as potential sources. Funding from land impact fees may be utilized to supplement these options, but only for projects necessitated by new developments in order to preserve existing levels of service. Note that funding approaches can include a combination approach and is encouraged.

Funding for the Weston Parks and Recreation Master Plan has been divided into four (4) categories including:

- General Fund/ CIP (budget allocation)
- User Fees
- Park Bonds
- Grants

The next section will provide a summary for each type of funding.

### 6.2.2. Recent CIP Funding

Between the years of 2020 - 2023 Weston spent approximately \$2.3M annually (\$33.95 per resident) on parks and recreation capital improvements. The category includes projects that are budgeted and funded from existing City reserves, plus future monies to be collected through ad valorem taxes, and user fees.

Year	Capital Budget for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$5,640,000	68,938	\$81.81
2022	\$1,485,000	68,318	\$21.74
2021	\$660,000	67,312	\$9.81
2020	\$1,525,000	67,928	\$22.45
Avg.:	\$2,327,000	Average:	\$33.95

Table 6.2: Capital budget for parks and recreation compared to the City’s population for years 2020 - 2023.







Approximately \$85M of new capital projects have been identified for funding from the PRMP over the next 1-3 years, averaging approximately \$28M per year, including:

- Improvements to existing parks for appx. \$5.5M
  - Eagle Point Park (\$4.4M)
  - Gator Run Park (\$884K)
  - Bonaventure Park (\$120K)
- Development of new indoor community center for appx. \$35M
  - Regional Park
- Development of new facilities and amenities for appx. \$22.2M
  - Regional Park (\$20M)
  - Vista Park (\$2.2M)

It is important to note that additional funding needs to be allocated from the City's general fund for the operations and maintenance (O&M) of new facilities as they are constructed and opened. City staff should estimate projected O&M costs for each new project, and request additional O&M funding concurrent with approval for capital funding. City averages \$8.5M annually (\$125 per resident) on parks and recreation general funds. Industry standard when looking to the 2022 NRPA median per resident for similar municipalities is \$104, with the upper quartile of \$180.

Year	General for Parks and Recreation	Population Estimate	Dollars Spent Per Resident on Parks
2023	\$9,365,600	68,938	\$135.86
2022	\$9,309,025	68,318	\$136.26
2021	\$8,411,500	67,312	\$124.96
2020	\$7,856,400	67,928	\$115.66
2019	\$7,561,200	67,314	\$112.33
Average:	\$8,500,745	Average:	\$125.01

### 6.2.3. User Fees Funding

Over the past few years despite the COVID-19 pandemic, the city has generated a yearly average of \$550,000 (\$8 per resident) from Parks and Recreation Department offered services. These fees are charges on park and recreation services users. The fees are collected to ensure that the city has enough resources to create and maintain green spaces for the community's benefit.

Industry standards in the 2022 NRPA median per resident for similar municipalities is \$27. The current growth patterns are anticipated to persist for the next decade, potentially resulting in an increase to the average revenue amount. With the proposed improvements specifically, the Community Center and Recreation Center/Gymnasium, City could recognize potential annual user fee revenue increase of \$1.2M. The city's efficient management of the collection and allocation of park user fees has contributed to its success, which can be attributed to a progressive and sustainable financial strategic plan approach by the City. This means that the city is likely to continue collecting more funds from park user fees, which can be used to fund more park projects in the future. As a result, the city's residents can enjoy more green spaces and recreational facilities, leading to an improved quality of life for the community.

Developing a user cost recovery and subsidy allocation philosophy and policy is an essential aspect of managing P&R Department's finances. It helps maintain financial control, ensures equitable pricing of offerings, and identifies core services, including programs and facilities. This undertaking requires the support and buy-in of various stakeholders, such as elected officials, partnered organizations (Sports Alliance League, YMCA, Cliff Drysdale Management, Arts Council of Greater Weston, etc.), staff, and





residents. The City must ensure that it aligns with its constituents’ needs and preferences, whether significant changes are necessary or not.

The creation of a financial resource allocation philosophy and policy is based on a logical foundation, which holds that those who benefit from parks and recreational services should ultimately pay for them. Therefore, it is crucial to have a clear understanding of how the costs are recovered and how subsidies are allocated. This approach can help the municipalities ensure that its financial resources are used efficiently and effectively.

Overall, a cost recovery and subsidy allocation philosophy and policy can be an essential tool for managing P&R Department’s finances. It can help ensure that offerings are priced equitably, core services are identified, and financial resources are allocated efficiently.

### 6.2.4. Park Bonds Funding

Local governments have several options for funding parks and recreation, such as issuing bonds or levying property taxes. However, these options usually require voter approval, with a minimum voter turnout and a 60% majority in some cases. The state of Florida is known for its history of supporting bonds to fund park-related capital improvements in municipalities. Several nearby cities have been successful in voter approval of park bond programs (see table below).

Municipality	Voter Approved Rate	Year Approved	Park & Recreation Bond Amount
Doral	52.70%	2018	\$150,000,000.00
Ft. Lauderdale	63%+	2018	\$200,000,000.00
Sunrise	70% +	2014	\$65,000,000.00
Hollywood	Majority	2019	\$64,000,000.00
Plantation	Majority	2016	\$17,100,000.00
West Palm Beach	Majority	2020	\$30,000,000.00
Delray Beach	Ongoing	2023	\$20,000,000.00

Bonds are a valuable tool for raising funds for capital improvement projects that are not typically funded by municipality revenue. Once approved, the City can sell bonds to fund projects that meet the public purpose outlined in the bond proposition language. Bonds are supported by a municipality’s full faith and credit, meaning that the municipality pledges its ad valorem taxing power, or the ability to collect property taxes, to repay the debt.

Capital improvement projects have a long useful life, so their cost is spread out over many years and paid for by current and future citizens who use them. Typically, the debt is financed over a 20-year period. When voters approve bond propositions, the municipality does not issue all of the debt immediately. Instead, the debt is issued over several years based on the annual spending needs of the bond program. This approach helps municipalities keep the debt service tax rate stable from year to year by monitoring annual spending needs and not issuing all the debt at once.

The City of Weston could finance the proposed Parks and Recreation Master Plan improvements by issuing a General Obligation Bond. The amount of the bond issue would depend on the phasing of the proposed improvements. This process typically takes 12 to 18 months to accomplish. The initial 9 to 12 months are required to develop and carry out a marketing campaign to educate the City residents about the bond’s purpose and importance. As the Bond issue typically goes before a public referendum, there is time required to get the appropriate documentation prepared for placing the referendum on an election cycle ballot. Based upon the City of Weston’s healthy bond rating, a \$100 million bond issue could be achieved for approximately \$20 per month per typical residential unit.





### 6.2.5. Grants Funding

One of the best ways to fund parks and recreation projects is through grants. There are several benefits to using grants to pay for parks and recreation projects:

- **Access to additional funding:** Grants provide additional funding that can be used to supplement existing budgets for parks and recreation projects. This allows for more comprehensive and extensive projects to be completed.
- **Encourages innovation and creativity:** Grant funding often requires innovative ideas and approaches to be implemented, encouraging creativity and originality in park and recreation design and development.
- **Supports community involvement:** Grant funding can help support community involvement in park and recreation projects, allowing for greater input and participation in the planning and development process.
- **Promotes sustainability:** Many grant programs prioritize projects that promote sustainability and environmentally friendly practices, helping to ensure that parks and recreation areas are designed and maintained with a long-term perspective in mind.
- **Boosts local economy:** Parks and recreation areas can help drive tourism and stimulate local economies. By funding these projects with grants, it can provide a boost to the local economy through increased tourism and recreational activity.

Overall, using grants to fund parks and recreation projects can provide a wide range of benefits to communities and help support the development of sustainable, innovative, and engaging outdoor spaces.

The sub-vision has identified several grants that can be utilized to fund proposed projects. Many of these grants offer annual options for application,

providing multiple opportunities for communities to secure funding. It's important to note that individual grants may apply to multiple projects, resulting in overlapping grants being used to fund different projects. To help communities maximize funding, the concept of "Grant Stacking" has emerged as a practical approach. This involves combining grants of varying levels (federal, state, and local) to support a single project, with careful selection of grants potentially resulting in one grant providing the matching funds requirement for another grant and vice versa.

Table 6.3 provides a list of potential grants applicable to Weston, along with summarized descriptions of project-based potential funding sources. It's essential to remember that eligibility for these grants is based on the municipality's ability to apply for them. However, prior awards or current projects may impact a municipality's ability to obtain these grants. Additionally, grant amounts are typically based on the maximum award possible, with the actual cost of project elements ultimately determining the maximum amount that can be obtained.

While the grants listed in Table 6.3 represent stable programs that occur annually, it's important to note that other funding opportunities may also be available. For example, it's crucial for communities to research and explore all potential funding sources, including line item appropriations from local, state, and federal governments, to maximize their funding options fully.

By utilizing multiple funding sources, communities can more effectively fund their parks and recreation projects, allowing for more significant innovation, community involvement, and long-term sustainability. The grant stacking approach, combined with careful research and planning, can help communities achieve their project goals in a timely and cost-effectively.





Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
American Dermatology Academy Grants	\$500-\$8,000	50%	Projects developing shade structures in high-use public areas, with a concentration on facilities that serve children and seniors.	15-Dec
Community Development Block Grants (CDBG)	n/a	n/a	Rehabilitation and preservation of housing, water and sewer improvements, street improvements, economic development activities, downtown revitalization, parks and recreation projects, and drainage improvements.	Estimated November
Complete Streets and Local Initiatives	\$1,500,000	0%	Pedestrian and bicycle trails and greenways	January
Cultural Facilities Grant Program	\$500,000	200%	Educational, amphitheater, nature, art elements	June
Environmental Education Grants	\$91,000	25%	Educational elements, signage, nature trails, internet applications	April
Florida Communities Trust (FCT)	\$5,000,000	25%	Facilities including those for unique and disabled persons	December
Florida Forever Program (FCT)	\$6.6 million maximum	Communities with less than 10,000- no required match Communities with more than 10,000- 75:25 match	Acquisition of land for community-based parks, open spaces and greenways that were identified as needs in local government comprehensive plans.	Estimated July 31st
Florida Recreation Development Assistance Program (FRDAP)	\$200,000 maximum	Grants up to \$50,000- no match requirement Grants more than \$50,000 and up to \$150,000- 75:25 Grants over \$150,000- 50:5	Acquisition and development of recreational facilities. Fields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping.	Estimated August
Florida Small Matching Grant Program	\$50,000	100%	Restoration of historic structures, education facilities	June
Florida Special Category Grant Program	\$350,000	100%	Acquisition and Development of historic structures	December
Florida Urban Forest Health Initiative	\$24,000	no match required	Tree plantings, remedial pruning, removal of hazardous trees.	Estimated November
FRDAP (Disabled & Unique Abilities)	\$500,000	0%	Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	July
Great Urban Parks	\$575,000	0%	Active and passive facilities, stormwater, environmental	April
Historic Preservation- Special Category Grant	\$350,000	50:50:00	Acquisition, preservation, protection, restoration, rehabilitation and stabilization of historical and archaeological sites, investigation of archaeological sites, photography, the preparation of measured drawings and other records that record historical/archaeological sites and properties threatened with damage or destruction, planning for eligible Acquisition and Development activities, such as the preparation of plans and specifications.	June 1st
Land and Water Conservation Grant (LWCF)	\$200,000	100%	Acquisition or development of recreational facilities. Cultural facilities, fields, courts, trails, playgrounds, restrooms, shade structures, signage, lighting, landscaping, and parking	March
Lowe's Neighborhood Grants	Varies	n/a	Neighborhood beautification projects, education programs and community resources such as parks and safety programs.	February
MLB Tomorrow Fund	\$40,000	100%	Renovation and development of ball field related elements	Rolling
OGT Land Acquisition Program	\$1,000,000	0%	Acquisition of trails/greenways that enhance the state system	October

Table 6.3: List of applicable grants.







Funding Program	Grant Amount	Match Requirement	Types of Eligible Elements	Anticipated Deadline
Our Town Grant	\$200,000	100%	Innovative public projects including heritage trails	October
Outdoor Recreation Legacy Partnership Program (ORLPP)	\$750,000	100%	Ballfields, courts, trails, playgrounds, restrooms, shade structures, lighting and landscaping	May
Pre-Disaster Mitigation	\$3,000,000	25%	Stormwater, including open space and trails	October
Preserve America	200,000	100%	Signage, wayfinding	TBD
Public Art Challenge	\$1,000,000	25%	Art in Public Places	December
Recreation Trails Programs (RTP)	\$200,000	20%	Trails, trailside, trailhead facilities. Any outdoor trail and greenway elements that enhance opportunities for disabled or person with unique abilities	April
State Energy Efficiency Grant Program	Category 1: may not exceed 10% of \$12.4 million Category 2: small counties (<50,000) and small cities (<15,000) may not exceed \$250,000	No match required	Programs that contribute to sustainable market transformation, achieve significant energy and cost savings and create jobs, result in new or innovative approaches to reduce fossil fuel emissions, reduce total energy use and increase energy efficiency, and are capable of being financially self-sustaining.	Estimated rolling application
Transportation Enhancement Program (TEP)	\$500,000	80:20:00	Facilities for pedestrians and bicycles, safety and educational activities for pedestrians and cyclists, acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs, landscaping and other scenic beautification rehabilitation and operation of transportation buildings, structures or facilities, preservation of abandoned railway corridors, control and removal of outdoor advertising.	Rolling application until funds are gone
U.S. Soccer Foundation Grants	\$50,000	100%	Field turf, lighting, irrigation and program equipment	October, February, June
Urban & Community Forest	\$10,000-\$25,000	50:50:00	Tree ordinances, tree inventories, management plans, master plans, in-house training, staffing, student internships, tree planting, tree protection, and maintenance projects, educational programs, Arbor day programs, developing brochures and purchasing exhibits.	Estimated November
Urban Forestry Grant Program (UFC)	\$10,000	100%	Tree plans/programs and planting	March
USTA Public Facilities Grant	\$50,000	80%	Renovation and/or construction of public tennis facility	Rolling
Water Project Funding	\$3,000,000	100%	Stormwater, water quality, alternative water	November









# AP



## APPENDIX

- Appendix A. Parks Improvement Scenarios
- Appendix B. ADA Transition Plan
- Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)
- Appendix D. Esri Market Potential index Methodology
- Appendix E. Schedule of Fees
- Appendix F. Amended and Restated Sports Franchise Agreement
- Appendix G. Tennis Center Operator Agreement
- Appendix H. YMCA Operator Agreement
- Appendix I. School Board of Broward County Agreement
- Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement
- Appendix K. Public Survey





## Appendix A. Parks Improvement Scenarios







CAPITAL IMPROVEMENTS SUMMARY					
SHORT TERM (1-3YRS)		MID-TERM (4-6YRS)		LONG TERM (7-10YRS)	
<b>New Development</b>		<b>New Development</b>		<b>New Development</b>	
Vista Park	\$58,787,438	Regional Park (New Comm Ctr & Backyard)	\$53,125,000		
<b>Park Improvements</b>		<b>Park Improvements</b>		<b>Park Improvements</b>	
Windmill Ranch Park	\$5,733,750	Regional Park (Improvements)	\$32,587,500	Regional Park (Renovation Ex. Comm Ctr)	\$3,619,200
Gator Run Park	\$1,216,050	Eagle Point Park	\$6,983,438	Tequesta Trace Park	\$8,287,403
Regional Park (Maintenance Yard Relcoation and New Courts)	\$5,618,250	Heron Park	\$8,216,250	Country Isles Park	\$3,359,070
Bonaventure Park	\$150,000			Racquet Club	\$3,822,780
<b>Short Term Total:</b>	<b>\$71,505,488</b>	<b>Mid-Term Total:</b>	<b>\$100,912,188</b>	<b>Long Term Total:</b>	<b>\$19,088,453</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term and mid-term and a 30% contingency is added to long term.

Table AP.1: Capital Improvements Summary.



## Regional Park Improvement Scenario (Short Term)



- Improvement Scenario Legend**
- 1. Exit Road
  - 2. Pickleball Courts
  - 3. Shade Structure
  - 4. Maintenance Yard Relocation





Regional Park Improvement Scenario (Short Term)				
Initial Phase Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	40,500	\$2	\$81,000
Utilities	SF	40,500	\$3	\$121,500
Landscaping & Irrigation	SF	40,500	\$2.50	\$101,250
Site Lighting/ Parking Lot	LS	1	\$100,000	\$100,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$165,000	\$165,000
Shade Structure	LS	1	\$675,000	\$675,000
Roadway/Pavement (24' drive typical)	LF	550	\$95	\$52,250
Paths (6 ft. wide)	LF	300	\$30	\$9,000
Pickleball Court	EA	6	\$50,000	\$300,000
Maintenance Building	SF	3000	\$350	\$1,050,000
Maintenance Yard	EA	1	\$750,000	\$750,000
Design and Permitting	LS	1	10%	\$340,500
Construction Mobilization & Administration	LS	1	10%	\$340,500
			Total:	<b>\$4,086,000</b>
			*Grand Total:	<b>\$5,618,250</b>

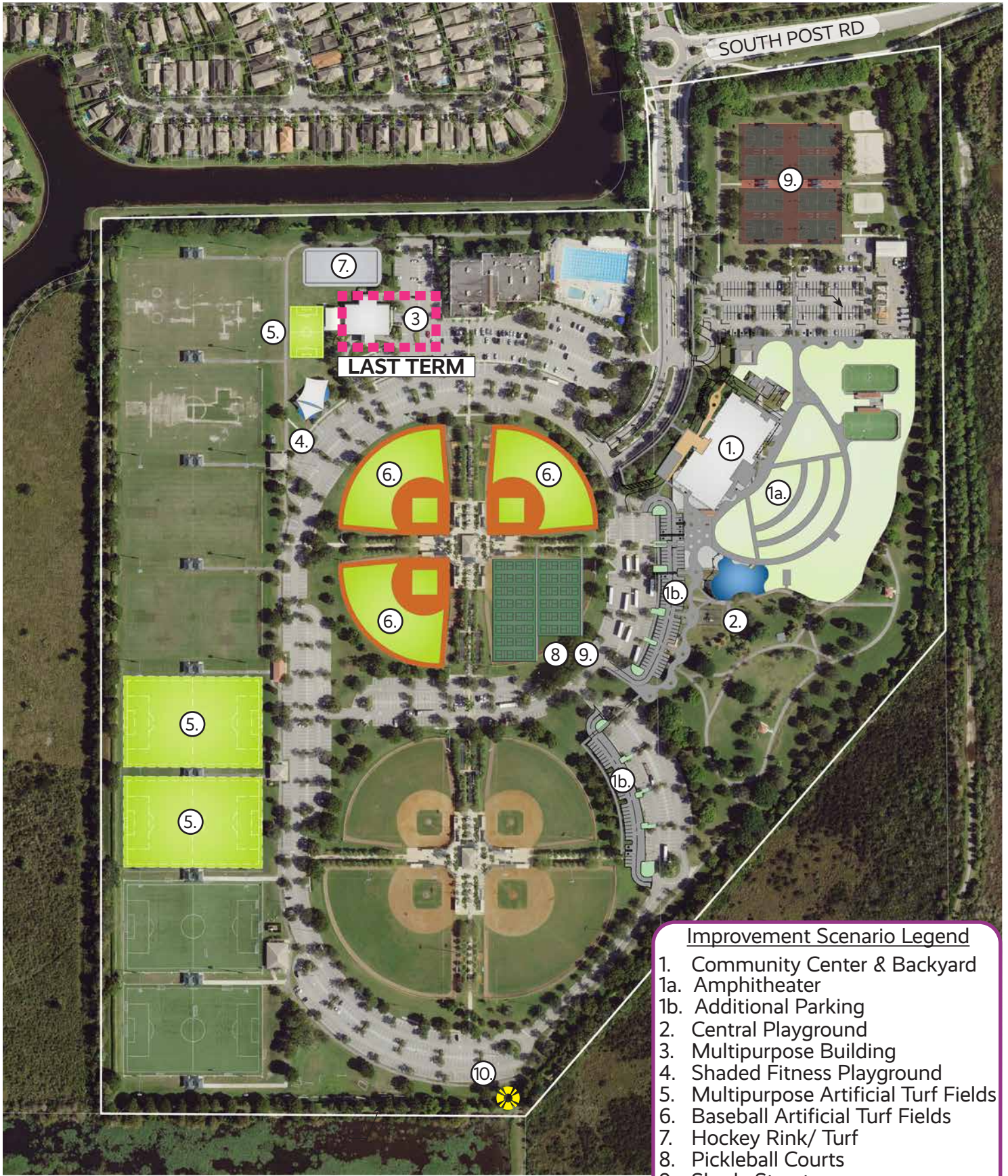
\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.2: Regional Park Improvement Scenario (Short Term) Cost.



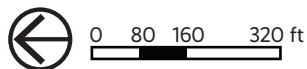


# Regional Park Improvement Scenario (Mid-Term) & (Long Term)



### Improvement Scenario Legend

- 1. Community Center & Backyard
- 1a. Amphitheater
- 1b. Additional Parking
- 2. Central Playground
- 3. Multipurpose Building
- 4. Shaded Fitness Playground
- 5. Multipurpose Artificial Turf Fields
- 6. Baseball Artificial Turf Fields
- 7. Hockey Rink/ Turf
- 8. Pickleball Courts
- 9. Shade Structure
- 10. Trailhead







Regional Park Improvement Scenario (Mid-Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
New Community Center at Regional Park (Building, Backyard, and Site)	LS	1	\$34,000,000	\$34,000,000
Total:				<b>\$34,000,000</b>
*Grand Total:				<b>\$53,125,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	610,000	\$2	\$1,220,000
Utilities	SF	610,000	\$3	\$1,830,000
Landscaping & Irrigation	SF	610,000	\$2.50	\$1,525,000
Site Lighting/ Parking Lot	LS	1	\$250,000	\$250,000
Sports Lighting (art. turf, pickle, hockey)	LS	1	\$800,000	\$800,000
Shade Structure	LS	1	\$1,500,000	\$1,500,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field Small (130 x 75)	EA	1	\$150,000	\$150,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Pickleball Court	EA	28	\$50,000	\$1,400,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	3	\$1,500,000	\$4,500,000
Hockey Rink	EA	1	\$1,000,000	\$1,000,000
Shaded Playground Upgrade	EA	1	\$700,000	\$700,000
Site Amenities	EA	25	\$5,000	\$125,000
Trahead (gates,shelter, bikewash, fixit)	EA	1	\$150,000	\$150,000
Design and Permitting	LS	1	10%	\$1,738,000
Construction Mobilization & Administration	LS	1	10%	\$1,738,000
Total :				<b>\$20,856,000</b>
*Grand Total:				<b>\$32,587,500</b>

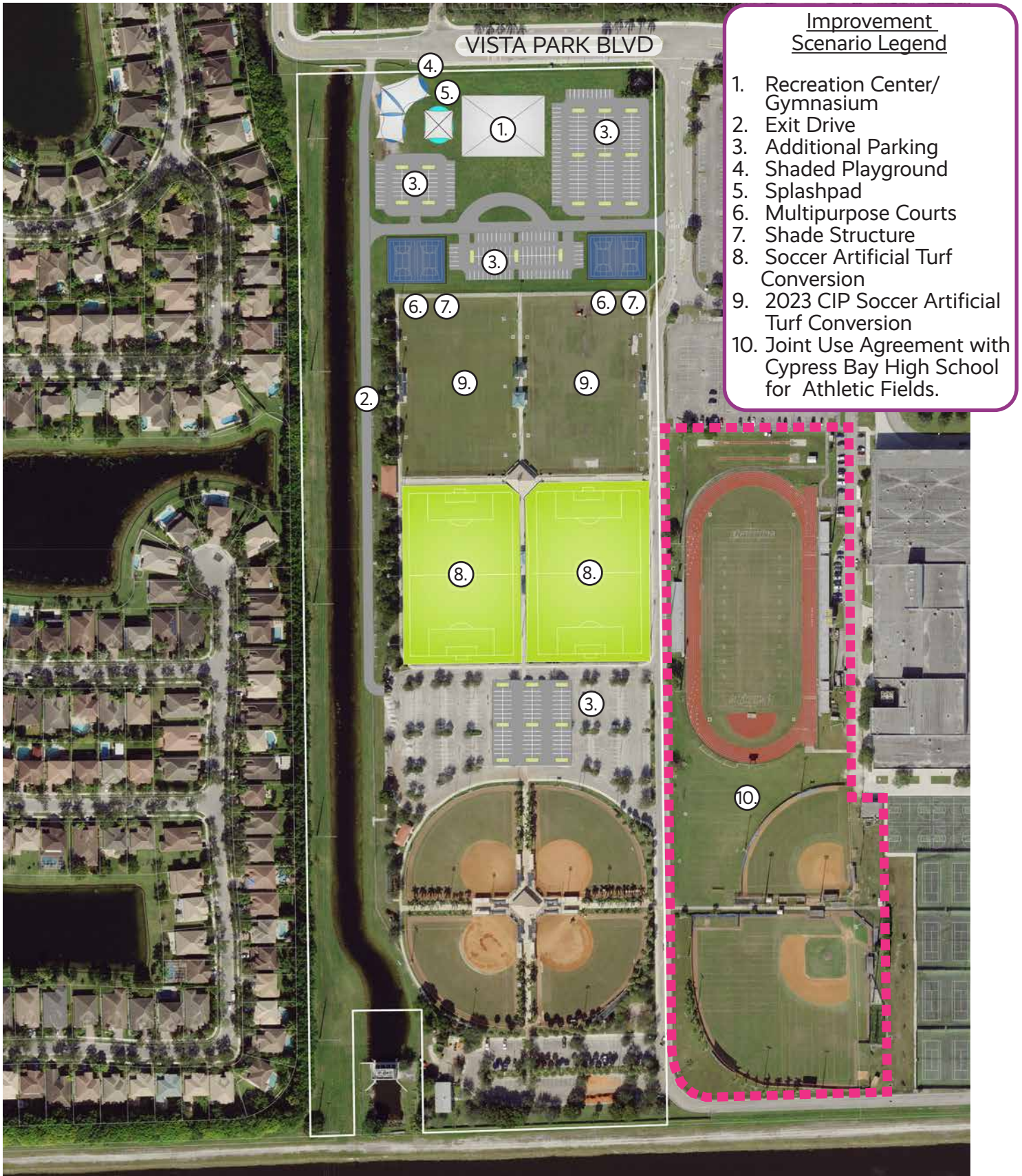
Regional Park Improvements (Long Term)				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Renovation of existing Community Center	SF	8,000	\$200	\$1,600,000
Design and Permitting	LS	1	10%	\$160,000
Construction Mobilization & Administration	LS	1	10%	\$160,000
Total:				<b>\$1,920,000</b>
*Grand Total:				<b>\$3,619,200</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term and a 30% contingency is added to long term.

Table AP.3: Regional Park Improvement Scenario (Mid-Term & Long Term) Cost.

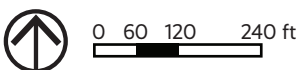


## Vista Park Improvement Scenario



### Improvement Scenario Legend

1. Recreation Center/ Gymnasium
2. Exit Drive
3. Additional Parking
4. Shaded Playground
5. Splashpad
6. Multipurpose Courts
7. Shade Structure
8. Soccer Artificial Turf Conversion
9. 2023 CIP Soccer Artificial Turf Conversion
10. Joint Use Agreement with Cypress Bay High School for Athletic Fields.





Vista Park Improvement Scenario				
Indoor Amenity/ Service	Unit	QTY.	Unit Price	Total
Recreation Center/Gymnasium: multipurpose gymnasium (3 basketball courts and upstairs track), Fitness/Activity Room and 3 multipurpose rooms	SF	40,000	\$600	\$24,000,000
Site Improvements	LS	1	\$500,000	\$500,000
Design and Permitting	LS	1	10%	\$2,450,000
Construction Mobilization & Administration	LS	1	10%	\$2,450,000
Total:				<b>\$29,400,000</b>
*Grand Total:				<b>\$40,425,000</b>

Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	576,500	\$2	\$1,153,000
Utilities	SF	576,500	\$3	\$1,729,500
Landscaping & Irrigation	SF	576,500	\$2.50	\$1,441,250
Site Lighting/ Parking Lot	LS	1	\$350,000	\$350,000
Sports Lighting (multi purpose courts)	LS	1	\$200,000	\$200,000
Parking Area	SPACE	375	\$4,000	\$1,500,000
Shelter (20x20) near splashpad and playground	EA	1	\$200,000	\$200,000
Shade Structure	LS	1	\$450,000	\$450,000
Roadway/Pavement (24' drive typical)	LF	2000	\$125	\$250,000
Paths (6 ft. wide)	LF	1000	\$30	\$30,000
Artificial Field	EA	2	\$1,100,000	\$2,200,000
Multipurpose Court	EA	4	\$100,000	\$400,000
Shaded Playground	EA	1	\$600,000	\$600,000
Splash Pad	EA	1	\$500,000	\$500,000
Site Amenities	EA	25	\$5,000	\$125,000
Design and Permitting	LS	1	10%	\$1,112,875
Construction Mobilization & Administration	LS	1	10%	\$1,112,875
Total:				<b>\$13,354,500</b>
*Grand Total:				<b>\$18,362,437</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.4: Vista Park Improvement Scenario Cost.





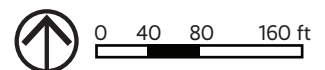


### Eagle Point Park Improvement Scenario



Improvement Scenario Legend

- 1. Playground Upgrade (2023 CIP)
- 2. Restroom
- 3. Paver Parking
- 4. Paths
- 5. Shelter
- 6. Open Play Field
- 7. Multipurpose Courts
- 8. Sand Volleyball Courts







<b>Eagle Point Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	175,000	\$2	\$350,000
Utilities	SF	175,000	\$3	\$525,000
Landscaping & Irrigation	SF	175,000	\$2.50	\$437,500
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	3	\$200,000	\$600,000
Roadway/Pavement (N. Lakes)	LS	1	\$250,000	\$250,000
Paths (6 ft. wide)	LF	1,000	\$30	\$30,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Sand Volleyball Court	EA	2	\$50,000	\$100,000
Baseball Field Improvements	EA	1	\$250,000	\$250,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$372,450
Construction Mobilization & Administration	LS	1	10%	\$372,450
			<b>Total:</b>	<b>\$4,469,400</b>
			<b>*Grand Total:</b>	<b>\$6,983,438</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

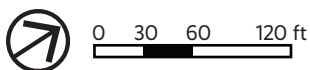
Table AP.5: Eagle Point Park Improvement Scenario Cost.



## Windmill Ranch Park Improvement Scenario



- Improvement Scenario Legend**
1. Playground Upgrade
  2. Shaded Fitness Area
  3. Restroom
  4. Paver Parking
  5. Paths
  6. Open Play Field
  7. Multipurpose Court
  8. Pickleball Court





<b>Windmill Ranch Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	198,000	\$2	\$396,000
Utilities	SF	198,000	\$3	\$594,000
Landscaping & Irrigation	SF	198,000	\$2.50	\$495,000
Site Lighting/ Parking Lot	LS	1	\$200,000	\$200,000
Parking Area (Pavers)	SPACE	15	\$6,000	\$90,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,500	\$30	\$75,000
Multipurpose Field (240 x 130)	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	1	\$50,000	\$50,000
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$347,500
Construction Mobilization & Administration	LS	1	10%	\$347,500
			<b>Total:</b>	<b>\$4,170,000</b>
			<b>*Grand Total:</b>	<b>\$5,733,750</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

Table AP.6: Windmill Ranch Park Improvement Scenario Cost.



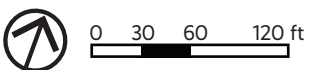


## Heron Park Improvement Scenario



### Improvement Scenario Legend

- 1. Playground Upgrade
- 2. Shaded Fitness Area
- 3. Restroom
- 4. Paver Parking
- 5. Paths
- 6. Open Play Field
- 7. Multipurpose Court
- 8. Relocated Baseball/Softball Field







Heron Park Improvement Scenario				
Amenity/ Service	Unit	QTY.	Unit Price	Total
Land Preparation (earthwork)	SF	230,000	\$2.50	\$575,000
Utilities	SF	230,000	\$3	\$690,000
Landscaping & Irrigation	SF	230,000	\$2.50	\$575,000
Site Lighting/ Parking Lot	LS	1	\$175,000	\$175,000
Parking Area (Pavers)	SPACE	22	\$6,000	\$132,000
Restrooms	SF	800	\$250	\$200,000
Paths (6 ft. wide)	LF	2,000	\$30	\$60,000
Multipurpose Field	EA	1	\$400,000	\$400,000
Multipurpose Court	EA	2	\$100,000	\$200,000
Baseball Field Improvements	EA	1	\$450,000	\$450,000
Shaded Playground	EA	1	\$450,000	\$450,000
Shaded Fitness Area	EA	1	\$400,000	\$400,000
Site Amenities	EA	15	\$5,000	\$75,000
Design and Permitting	LS	1	10%	\$438,200
Construction Mobilization & Administration	LS	1	10%	\$438,200
<b>Total:</b>				<b>\$5,258,400</b>
<b>*Grand Total:</b>				<b>\$8,216,250</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to mid-term.

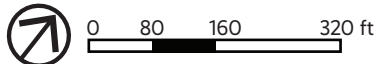
Table AP.7: Heron Park Improvement Scenario Cost.



## Tequesta Trace Park Improvement Scenario

### Improvement Scenario Legend

- 1. Locker Room
- 2. Services Yard
- 3. Multipurpose Artificial Turf Fields
- 4. Tequesta Trace Middle School Pickleball Courts and Multipurpose Field
- 5. Nature Walk







<b>Tequesta Trace Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	100,500	\$2	\$201,000
Utilities	SF	100,500	\$3	\$301,500
Landscaping & Irrigation	SF	100,500	\$2.50	\$251,250
Site Lighting/ Parking Lot	LS	1	\$50,000	\$50,000
Locker Room Facility	SF	2,500	\$350	\$875,000
Roadway/Pavement	LF	2,000	\$95	\$190,000
Paths (6 ft. wide)	LF	1,500	\$30	\$45,000
Baseball Field Repurpose to Art Turf Multi-purpose	EA	1	\$1,500,000	\$1,500,000
Maintenance Yard	LS	1	\$250,000	\$250,000
Design and Permitting	LS	1	10%	\$366,375
Construction Mobilization & Administration	LS	1	10%	\$366,375
<b>Total:</b>				<b>\$4,396,500</b>
<b>*Grand Total:</b>				<b>\$8,287,403</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.8: Tequesta Trace Park Improvement Scenario Cost.



## Country Isles Park Improvement Scenario







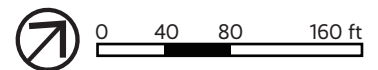
<b>Country Isles Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	35,000	\$2	\$70,000
Utilities	SF	35,000	\$3	\$105,000
Landscaping & Irrigation	SF	35,000	\$2.50	\$87,500
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Restrooms	SF	800	\$250	\$200,000
Shelter (20x20)	EA	2	\$200,000	\$400,000
Paths (6 ft. wide)	LF	750	\$30	\$22,500
Shaded Playground Upgrade	EA	1	\$400,000	\$400,000
Site Amenities	EA	10	\$5,000	\$50,000
Design and Permitting	LS	1	10%	\$148,500
Construction Mobilization & Administration	LS	1	10%	\$148,500
			<b>Total:</b>	<b>\$1,782,000</b>
			<b>*Grand Total:</b>	<b>\$3,359,070</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.9: Country Isles Park Improvement Scenario Cost.



## Gator Run Park Improvement Scenario





<b>Gator Run Park Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	26,000	\$2	\$52,000
Utilities	SF	26,000	\$3	\$78,000
Landscaping & Irrigation	SF	26,000	\$2.50	\$65,000
Site Lighting/ Parking Lot	LS	1	\$150,000	\$150,000
Parking Area (Pavers)	SPACE	32	\$6,000	\$192,000
Multipurpose Court	EA	1	\$100,000	\$200,000
Design and Permitting	LS	1	10%	\$73,700
Construction Mobilization & Administration	LS	1	10%	\$73,700
			<b>Total:</b>	<b>\$884,400</b>
			<b>*Grand Total:</b>	<b>\$1,216,050</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 25% contingency is added to short term.

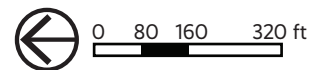
Table AP.10: Gator Run Park Improvement Scenario Cost.







### Weston Racquet Improvement Scenario







<b>Weston Racquet Club Improvement Scenario</b>				
<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Racquet Club adjacent properties (City of Sunrise Lift Station & Continental Vision of Jax)	LS	1	\$500,000	\$500,000
<b>Total:</b>				<b>\$500,000</b>

<b>Amenity/ Service</b>	<b>Unit</b>	<b>QTY.</b>	<b>Unit Price</b>	<b>Total</b>
Land Preparation (earthwork)	SF	60,000	\$2	\$120,000
Utilities	SF	60,000	\$3	\$180,000
Landscaping & Irrigation	SF	60,000	\$2.50	\$150,000
Site Lighting/ Parking Lot	LS	1	\$25,000	\$25,000
Sports Lighting (tennis and pickle)	LS	1	\$300,000	\$300,000
Paths (6 ft. wide)	LF	500	\$300	\$15,000
Tennis Court	EA	1	\$100,000	\$100,000
Pickleball Court	EA	16	\$50,000	\$800,000
Design and Permitting	LS	1	10%	\$169,000
Construction Mobilization & Administration	LS	1	10%	\$169,000
<b>Total:</b>				<b>\$2,028,000</b>
<b>*Grand Total:</b>				<b>\$3,822,780</b>

\*Grand Total cost is escalated at 5% annually for inflation rate based on 2023 cost. 30% contingency is added to long term.

Table AP.11: Weston Racquet Club Improvement Scenario Cost.





## Appendix B. ADA Transition Plan

### Plan Overview

The establishment of this ADA Transition Plan meets the requirements outlined in the Americans with Disabilities Act (ADA) Title II. This plan is specific to the City of Weston Parks and Recreation Department. Fifteen (15) City-owned parks and facilities throughout the city were assessed and included in this Transition Plan.

Title II of the ADA requires that a public entity must continuously assess and update its policies, practices, or procedures to avoid discrimination against people with disabilities. This plan shall assist Weston Parks and Recreation Department in defining existing accessibility practices and physical barriers in relation to City-owned facilities. The plan will also help develop strategies and policies for overcoming challenges and working towards compliance with ADA. The technical standards used by this document are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

The ADAAG and the 2010 SAD are federal requirements while the ABA and the 2017 FACBC are requirements within the state of Florida.

The information presented in this plan is based on field work conducted from July 18-20, 2022. The information was gathered by a team of three people. The ADA checklist for Existing Facilities and Recreational Checklist provided by the ADA National Network was used as a benchmark to collect data. Data was collected through photos and

written observations of existing conditions. All data is considered accurate as of the date of collection. Site conditions are subject to change as regular maintenance continues and planned improvements are completed.

### Plan Background

The Americans with Disabilities Act (ADA) is an important Civil Rights law that improves the quality of life for millions of people in the United States. The ADA provides equal opportunity for employment, state and local government services, public accommodations, and telecommunications. The ADA was enacted on July 26, 1990. Title II was established on January 26, 1992, and updated on May 21, 2012. The ADA protects people with disabilities from discrimination. Title II of the ADA requires the creation of a Transition Plan to ensure compliance.

As required by the ADA, state and local governments must complete an assessment of their existing facilities, programs and services for compliance. These agencies must create a Transition Plan to address issues identified in the assessment and provide proposed solutions, estimated expenses, and a timeline for completion. An ADA Transition Plan is essentially a document that outlines how government entities will move toward ADA compliance in a reasonable timeframe. Although the ADA requires that a facility's services, activities, policies, and programs be accessible in an integrated way, it does not require any structural changes to be made to existing facilities if compliance can be achieved by alternate means.

### Legal Requirements

The ADA is a federal Civil Rights law intended to prevent the discrimination against persons with disabilities. The legislation contains the following five titles:





- Title I: Employment - Prohibits employment discrimination against otherwise qualified individuals with disabilities.
- Title II: Public Services and Transportation - Prohibits discrimination in accessing services (including employment to the extent not already covered by Title I) provided by the state and local government entities.
- Title III: Public Accommodations - Prohibits discrimination in places of public accommodation, commercial facilities, and transportation.
- Title IV: Telecommunications - Mandates that telecommunication devices be in place for persons with hearing impairments.
- Title V: Miscellaneous.

Titles II and III are relevant to the scope of this plan. Title II of the ADA prohibits discrimination by public entities on the basis of disability by making programs, services, and activities accessible to persons with disabilities. In order to accomplish this, the Department of Justice developed regulations requiring cities to conduct a self-evaluation of the accessibility of its programs and services to determine whether issues of accessibility could be addressed through changes in the way such programs and services are provided. The Parks and Recreation Department is obligated to remove physical barriers to accessibility when program changes cannot ensure access to services, programs, and activities in existing facilities. Title III applies because some City owned facilities are rented to third-party providers that are concessioner or provide programs and services.

Title II of the ADA was amended May 21, 2012. The amended requirements are found in Federal Register 28 Code of Federal Regulations (CRF) Part 35. Highlights of the Title II requirements applicable to Parks and Recreation Department as part of this scope of work include, but are not limited to:

- Section §35.105 Self-evaluation
- Section §35.107 Designation of responsible employee and adoption of grievance procedures

- Section §35.130 General prohibitions against discrimination
- Section §35.133 Maintenance requirements
- Section §35.150 Program access test regarding existing sites
- Section §35.151 Requirements for new facilities and alterations to old facilities
- Section §35.163 Requirements regarding building signage

The Department of Justice Regulations recognizes that structural updates will require time and funding, which should be outlined in a Transition Plan. Federal Register 28 CFR Part 35 states that if structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop a Transition Plan setting forth the steps necessary to complete such changes.

The ADA requires that a Transition Plan must accomplish the following tasks:

- Identify and list physical barriers in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities.
- Describe the methods that will be used to remove the barriers and make the facilities accessible.
- Develop a schedule to achieve compliance with Title II with annual updates on the progress of the plan.
- Identify the official responsible for implementation of the plan.

#### ADA Title II Program Access:

Title II provides guidance on how a government entity such as a Parks and Recreation Department can achieve compliance. Within 28 CFR 35.150(a), a public entity is required to provide programs and services, when viewed in their entirety, to be readily accessible to and usable by individuals with disabilities. The key phrase is "when viewed in their entirety". This means that not every single service or facility must





be made accessible. Instead, the overall network of services and facilities must be considered accessible. For example, where one service is provided at a non-compliant facility, the same service can be duplicated or moved to an accessible facility.

Title II does not require a public entity to make each of its existing facilities accessible, to take any action that would threaten or destroy the historic significance of a historic property, or to take any action where it can demonstrate would result in the fundamental alteration in the nature of the service or cause an undue financial and administrative burden. The requirements provide further guidance on the process of determining undue financial and administrative burden: “In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with §35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion.”

The program access test was applied to the programs and services offered by the Parks and Recreation Department in conjunction with the property self-assessments in developing recommendations. Briefly, the program access test looks at programs and services being offered in their entirety and looks for access and compliance in the context of the overall system. While the ultimate goal of Parks and Recreation Department may be to achieve full

compliance, the recommendations in this report will be aimed at meeting the program access test.

### **Transition Plan Process**

For the ADA Transition Plan, the Weston Parks and Recreation Department must complete a full assessment of the department’s properties as well as programs and services. For the purposes of this report, the assessments were limited to City owned properties comprised of parks and facilities. A total of 15 city-owned parks and facilities throughout the city were evaluated.

Facilities included the Community Center at Regional Park. Parks include regional parks, community parks, and neighborhood parks. Park size varies, but in total there is approximately 238,854 acres of park land within the Weston Parks and Recreation system.

### **Review of Existing Non-Discrimination & ADA Policies:**

The ADA was passed to prohibit discrimination and ensure equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. Furthermore, ADA Title II prohibits governmental entities from excluding persons with disabilities from participation or denying persons with disabilities the benefits of the agency’s services, programs, or activities.

### **Review of Programs and Services**

Parks and Recreation Department staff provided listings with descriptions of programs and services and the property that hosts each program. The programs and services provided by Parks and Recreation Department staff were analyzed as part of this report. A list of the programs and services is provided in the Master Plan.





Approximately over 30 individual programs and services were reported by Parks and Recreation Department. To achieve program accessibility, the programs and services at a single location should be provided at an accessible property. If an individual program or service is not offered at an accessible property, the program or service should be relocated or duplicated at an accessible property. The programs and services that are duplicated should be provided at a minimum of one accessible property. Geographic distribution should be another consideration.

The programs and services have been grouped into categories based on the description of the programs. A total of six (6) categories were created. The following are the six (6) categories with the number of individual programs within each category:

- Adult Athletics
- Youth Athletics
- Adult Classes
- Youth Classes
- Seniors 55 & Over
- Special Events & Tournaments

There are 4 facilities and 4 parks reported to host programs and services. Trails and trail heads were reported to not host any program or service.

### **Public Engagement**

The public engagement process is critical in obtaining the community's input and for ultimate adoption of any Plan. While it is a federal requirement that stakeholders be included in the process, the Department has chose to reach out to the community to obtain input on prioritizing properties and elements within properties, prioritizing programs and services, and assistance in identifying opportunities for improving existing policies. The public engagement process undertaken by the Parks and Recreation Master Plan had several components. The following are components of the public engagement process:

- City-Provided Input – review of existing City and Department documents
- Stakeholder Input – interviewed City Commission, Arts Council of Greater Weston, Sports Alliance and YMCA
- Parks & Recreation Leadership – interviewed Parks and Recreation leadership staff
- Parks & Recreation Staff Input – interviewed the City's Parks and Recreation staff
- Public Survey Input – conducted an public survey
- One (1) Public Workshop Input – conducted one workshop for City residents

### **Self-Assessments**

The coordination between Parks and Recreation staff and the consultant (Miller Legg) has been key in the efficiency of assessing the facilities, parks, and trails. Parks and Recreation leadership communicated to the Department that consultants would be conducting an ADA assessment. The assessment of the trails was conducted in a systematic manner with approval from the Parks and Recreation Department, but without need to schedule access to the individual trail networks.

### **Prioritization**

The prioritization of elements within a facility or park were developed by combining three resources. The priorities established in Title III of the ADA were the starting point. The public input gathered from the public involvement process as well as requirements chosen by the Parks and Recreation Department were also used to produce a priority list. Prioritization is required to understand both the local community's needs for accessibility and Parks and Recreation Department's objectives on achieving compliance. The prioritized lists served as the basis for this report's final recommendations regarding proposed construction alterations and help develop an associated schedule for compliance.





There were two categories where the public was asked to determine priorities for elements within facilities and parks. The priorities can be grouped into three priority categories for facilities and parks.

In facilities, the top priorities revolve around providing access into the facility along with restrooms. These elements include parking, exterior routes, entrances, and restrooms. The next priority included elements that provide access within the facility. These elements included interior routes, interior doors, and drinking fountains. The third priority category includes elements such as meetings rooms, auditoriums, and offices.

In parks, the top priorities revolve around providing access into the park and restrooms. These elements include parking, exterior routes, and restrooms. The next priority included elements that provide access to the park amenities. These elements included playscapes, sport courts, and drinking fountains. The third priority category includes elements such as grills, tables, and pet waste dispensers.

While the ADA does not classify restrooms as a top priority, the public input process clearly demonstrated that restrooms were a high priority in facilities and parks. Therefore, restrooms were all ranked as a top priority.

These priority categories are used in the facilities and parks reports. Each individual facility and park will have a report documenting non-compliant elements, an estimated budget to bring the element into compliance, and a priority ranking.

Below is a summary of the element priorities for facilities and parks.

### **Field Work Methodology**

As required by the ADA, a Transition Plan must include a self-assessment of the existing Parks and Recreation Department properties. As previously mentioned, 15 City-owned parks and facilities throughout the city were selected to be reviewed in the Weston Parks and Recreation Master Plan. The following section presents the technical standards used to determine accessibility compliance as well as the different methodology used for field observations.

### **Technical Standards**

A total of four technical accessibility standards and guidelines were used to determine compliance with the federal ADA requirements as well as the Florida requirements within the built environment.

The technical standards and guidelines used by this report are:

- The 1991 Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The 2010 Standards for Accessible Design (2010 SAD)
- The Architectural Barriers Act Standards for Outdoor Developed Areas (ABA)
- The 2017 Florida Accessibility Code for Building Construction (2017 FACBC)

Both the federal and state standards changed in 2012. The effective date for both standards was March 15, 2012. In Florida, properties constructed or permitted before the effective date have to comply with the ADAAG. Properties constructed or altered after the effective date have to comply with 2010 SAD and the 2012 FACBC. Elements that were constructed before the effective date are safe harbored or “grandfathered” from compliance with the new standards if the constructed elements fully complied with the ADAAG. If those elements did not comply



with the applicable standards, those elements must now comply with the new standards.

Identifying the construction and alteration dates of Parks and Recreation Department properties was key, in order to apply the appropriate standards. The Parks and Recreation Department provided these dates for most properties.

Several elements that were not previously scoped in the ADAAG now have technical requirements within the 2010 SAD, ABA, and 2017 FACBC. Those elements are not safe harbored by the ADA and must currently comply with the latest standards while the 2017 FACBC requires compliance with those elements only at the time of new construction or alteration. The elements that are not safe harbored include dwelling units and recreation facilities such as playscapes/play areas, pools, amusement rides, boating facilities, fishing piers, golf and miniature golf, and exercise equipment.

### **Field Survey Methodology**

On-site assessments were coordinated with Parks and Recreation Department staff. The Parks and Recreation Department leadership notified staff at the facilities and parks to ensure that access was provided to all elements that needed to be assessed.

A three-person field team was assigned to assess the parks and facilities in the project scope. The team consisted of staff that are familiar with the ADA and have a landscape architecture background. The team used tape measures and digital levels as tools to collect the data. The team identified non-compliant elements and potential solutions, and developed an associated estimated budget for the alteration. A report was produced per park or facility with the listing of non-compliant elements, associated

recommendations for compliance, and a budget of cost for the proposed alteration.

### **Self-Assessment Report Methodology**

While conducting the field work, the data collection teams also documented recommended actions as possible solutions and estimated budgets to alter non-compliant elements. The recommended actions and budgets are presented in the self-assessment reports for facilities and parks.

#### **Recommended Actions:**

The proposed recommended actions present one possible solution to addressing the non-compliant element and should be used for planning purposes. Some of the recommended actions are generic in nature and may involve additional steps to achieve accessibility compliance. The recommended actions should not be interpreted as the only means to achieve compliance or as a substitute for construction documents.

A licensed professional designer should be consulted to develop the final solution for each identified deficiency. The design professional(s) should develop the required construction documents and ensure compliance with all applicable code requirements.

#### **Budget:**

The estimated budgets should be used for planning purposes, and not as construction estimates. The budgets are generic in nature and only intended to provide a scale of expected budget numbers to bring non-compliant elements into compliance. Parks and Recreation Department then provided expected fees to supplement the original alteration budgets. The supplemental numbers provided by Parks and Recreation Department included expected design costs, project management fees, and general





contingencies. These fees are shown as line items in the individual reports.

### **ADA Transition Plan**

As stated previously, Title II of the ADA requires that public entities having responsibility for or authority over facilities, streets, roads, sidewalks, and/or other areas meant for public use must develop a Transition Plan. The Transition Plan is intended to allow public entities to transition existing facilities, over time, into compliance with the ADA requirements.

This Transition Plan is specific to the facilities and parks owned by the Weston Parks and Recreation Department. This section provides the findings of the self-assessment survey, the methods to remove barriers, a proposed schedule for compliance, and the person responsible for implementing and updating the plan.

### **Findings from the Self-Assessment Surveys**

The following information provides a summary of the self-assessment that was completed for parks and facilities in Weston.

The purpose of the self-assessment was to identify any elements that did not meet ADA compliance. Individual reports were completed for each park and facility. The reports listed elements that did not meet the technical requirements for accessibility. The Parks and Recreation Department is not required to bring every element into compliance, they can prioritize based on funding and correlation to programs occurring at each property. Non-compliant elements can be “grandfathered” into compliance based on the year of construction.

### **Third-Party Vendors**

Weston Racquet Club is owned by the Parks and

Recreation Department but its operated by third-party vendor of Cliff Drysdale Management Inc.. The lease agreement has been reported to be in-place. The agreement is in place and outlines the roles and responsibilities of the owner and the tenant/vendor regarding accessibility compliance of the property as well as the programs or services offered. It is highly recommended that agreements like this be reviewed by the Parks and Recreation Department to ensure that the properties as well as programs and services are compliant with the accessibility requirements.

### **Parks & Facilities:**

In general, parks are well maintained and no major ADA non-compliance issues are present. There are minor violations surrounding walking paths with concrete cracks from normal wear and tear as expected. Specific violations for routes are excessive slopes and profound concrete gaps.

The estimated budget associated with the identified non-compliant elements for parks is \$129,050. The ADA Title II does not require all of these non-compliant elements to be corrected. Instead, the ADA requires program access which can be achieved by strategically bringing selected parks into compliance with the accessibility technical standards. These selected parks should provide the same types of programs, services, experiences, and opportunities that are provided throughout the city.

A report of findings for each individual park detailing the non-compliant elements is provided in the end of this section.

### **Summary of Estimated Budgets:**

Below is a summary of the budgeted costs to achieve full compliance for each property type with the accessibility technical standards. These numbers







should be used for planning purposes and not as construction budgets. The numbers below represent budgets as of the date of this report. The numbers do not account for inflation as some modifications will likely not be performed within a year of this report.

At the end of this appendix is a summary of the detailed element for facilities, parks, and trails:

### **Person Responsible for Plan Implementation**

The person responsible for the plan implementation is the Maintenance Superintendent

Maintenance Superintendent  
 Andy Lopez  
 Community Center at Regional Park  
 20200 Saddle Club Road  
 Weston, Florida 33327  
 (954) 389-4321

### **Proposed Schedule for Compliance**

Per Section §35.150(c) Existing facilities:

“Time period for compliance. Where structural changes in facilities are undertaken to comply with the obligations established under this section, such changes shall be made within three years of the effective date of this part, but in any event as expeditiously as possible.”

Since the three years passed the effective date have expired, it is recommended that corrective actions take place immediately and continue with a goal for completion within three years from the date of this report.

Projects should be prioritized to achieve program accessibility and provide geographic distribution of accessible properties as well as programs and services. The first year should focus on high priority elements that can be categorized as maintenance items or alterations that can be performed by Parks

and Recreation Department staff. In conjunction, high priority projects that require a design professional should be started to allow for construction completion at years two and three. Alterations should be completed through the typical design and construction process including hiring a design professional. The reports within this document are not intended to serve as designs or construction documents.

While the Parks and Recreation Department has existing schedules to perform maintenance on a city-wide level, a specific ADA Maintenance Schedule should also be developed and added into the existing schedule.

Annual updates to this plan shall be provided by the Parks and Recreation Department demonstrating the progress made that year with a listing of projects undertaken, projects completed, and expenditures made in an effort to reach compliance. The self-assessment reports for both facilities and parks should be updated as alterations are completed. The Parks and Recreation Department designated person responsible for plan implementation should verify that the alterations have been made in compliance with the applicable accessibility standards prior to altering any data within this plan.

As required by the ADA, ensure that the Parks and Recreation Department Transition Plan is available for viewing by the general public for the duration of the alteration schedule and for a minimum of three years after plan completion.

### **Methods for Barrier Removal**

The recommended method for barrier removal involves leveraging multiple resources to facilitate compliance. Determining methods for barrier removal will involve a three step process.





First, the Parks and Recreation Department will determine the properties to address and bring into compliance with accessibility requirements based on the programs and services that are hosted at those properties. The minimum goal should be to achieve program accessibility. It is recommended that a minimum of ten facilities and a minimum of five parks be selected for alterations. Based on the identified properties, programs and services should be distributed within those properties to help ensure program accessibility.

Second, Parks and Recreation Department staff can determine which elements within each property can be addressed internally as maintenance items. For elements that require a designed solution, a professionally licensed designer(s) should be contracted to develop a fully compliant design. A design professional such as a licensed architect, engineer, or landscape architect should be consulted to design the final solution. The design should comply with all applicable accessibility and building code requirements.

Third, the construction documents should be reviewed for accessibility compliance by an ADA Consultant for ADA Title II requirements. One construction has been completed; an ADA Consultant should inspect the project to determine accessibility compliance. The person responsible for the ADA Transition Plan's implementation should be notified of completed projects to update the plan.

### **Proposed Grievance Procedure**

The Parks and Recreation Department is required by the ADA to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints or grievances alleging any action that would be prohibited by Title II of the ADA. Although

a City-wide ADA grievance procedure has been developed, there is no grievance procedure specific for Parks and Recreation Department properties or programs. The proposed Parks and Recreation Department grievance procedure is described below.

Any person with a disability or any parent or guardian who represents a minor person with a disability, who believes that they have been the subject of disability-related discrimination on the basis of the denial of access to facilities, programs or services, may file a grievance or complaint.

### Grievance Procedures and Instructions:

#### Step 1: File an ADA Grievance Form

The complainant should fill out a ADA Grievance Form, giving all of the information requested. The ADA Grievance Form should be made available to the public in various formats. The ADA Grievance Form should be filed in writing with the City of Weston Assistant City Manager / Chief Financial Officer within 60 days of the alleged disability-related discrimination. Upon request, reasonable accommodations will be provided in completing the form, or alternative formats of the form will be provided.

#### Step 2: An Investigation is Conducted

A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the complaint or grievance, and the Assistant City Manager / Chief Financial Officer or another authorized representative shall begin an investigation into the merits of the complaint within 60 days. If necessary, the Assistant City Manager / Chief Financial Officer or another authorized representative may contact the complainant directly to obtain additional facts or documentation relevant to the grievance. If the complainant alleges misconduct on the part of





the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to undertake the investigation if the allegations can be substantiated. After the grievance is received, the complaint shall be brought before the Parks and Recreation Department Director, and Parks and Recreation Department person responsible for plan implementation. A meeting with the complainant, the City's Assistant City Manager / Chief Financial Officer the Parks and Recreation Department Director and Parks and Recreation Department person responsible for plan implementation may be scheduled, if desired, to discuss the merits of the complaint.

#### Step 3: A Written Decision is Prepared and Forwarded to the Complainant

The Assistant City Manager / Chief Financial Officer shall prepare a written decision, after full consideration of the grievance merits, no later than 75 days following the receipt of the grievance. If the complaint alleges misconduct on the part of the Assistant City Manager / Chief Financial Officer, another authorized representative may be appointed by the City Manager to prepare the written decision if the allegations can be substantiated. A meeting with the complainant will be scheduled to discuss the findings of the investigation and the accommodations that will be made available. The meeting will include the appropriate Parks and Recreation Department Director and the Maintenance Superintendent. A copy of the written decision shall be mailed to the complainant by registered mail no later than five days after the preparation of the written decision and/or the in-person meeting.

#### Step 4: A Complainant May Appeal the Decision

If the complainant is dissatisfied with the written decision, the complainant may file a written appeal

with the City Manager no later than 30 days from the date that the decision was mailed. The appeal must contain a statement of the reasons why the complainant is dissatisfied with the written decision, and must be signed by the complainant, or by someone authorized to sign on the complainant's behalf. A notice of receipt shall be mailed to the complainant by registered mail within five days of the receipt of the appeal.

The appeal reviewers, consisting of the Assistant City Manager / Chief Financial Officer, the City Manager, Parks And Recreation Department Director shall act upon the appeal no later than 60 days after receipt, and a copy of the appeal reviewers' written decision shall be mailed to the complainant by registered mail no later than five days after preparation of the decision. The decision of the appeal reviewer shall be final.

The Assistant City Manager / Chief Financial Officer, the City Manager, and other Parks and Recreation Department staff members shall maintain the confidentiality of all files and records relating to grievances filed, unless disclosure is authorized or required by law. Any retaliation, coercion, intimidation, threat, interference or harassment for the filing of a grievance, or used to restrain a complainant from filing, is prohibited and should be reported immediately to the Assistant City Manager / Chief Financial Officer or City Manager depending on the case.

#### **Recommendation for the Removal of Architectural Barriers**

To achieve program accessibility over three years, we are recommending that properties that host programs and services be brought into full compliance with the ADA standards. Approximately a third of the trail system should also be programmed to be brought





into compliance. The programmed trail system should be selected in order to provide users with similar experiences provided throughout the entire trail system.

The estimated budget of achieving full compliance is approximately \$129,050. This report's recommendation is to focus on properties that host the most programs and services while achieving geographic distribution.

### Resources

The US Department of Justice and the US Access Board provide ADA related documents that can be downloaded through their respective websites. The Florida Department of Business & Professional Regulation also provides related documents that can be downloaded or viewed through their website.

#### U.S. Access Board Publications:

The full texts of federal laws and regulations that provide the guidelines for the design of accessible facilities and programs are available from the U.S. Access Board. Single copies of publications are available at no cost and can be downloaded or ordered by completing a form available on the Access Board's website (<http://www.access-board.gov>). In addition to regular print, publications are available in: large print, disk, audiocassette, and Braille.

#### U.S. Department of Justice:

The U.S. Department of Justice provides many free ADA materials including the Americans with Disability Act (ADA) text. Printed materials may be ordered by calling the ADA Information Line [(800) 514-0301 (Voice) or (800) 514-0383 (TTY)]. Publications are available in standard print as well as large print, audiotape, Braille, and computer disk for people with disabilities. Documents, including the

following publications, can also be downloaded from the Department of Justice website (<http://www.ada.gov>).

Department of Business & Professional Regulation:  
The 2017 Florida Building Code – Accessibility document can be viewed through the Florida. The full texts of state requirements that provide the technical standards for the design of building facilities can be purchased or viewed Florida DBPR's website (<https://floridabuilding.org/c/default.aspx>).





Emerald Estates Park		
ADA Issue #	Description	Estimated Cost
8	Installation of van accessible signage	\$500.00
11	Water Fountain Adjustment	\$1,500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$3,250.00

Library Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$200.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Adjustment of seating area to provide wheelchair access	\$200.00
7	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repaint handicap symbol	\$500.00
11	Installation of van accessible signage	\$500.00
13	Install accessible route	\$5,000.00
15	Repair of cracks and gaps in sidewalk	\$1,500.00
17	Repair of trail head	\$1,500.00
18	Repair of trail head	\$1,500.00
19	Repair of trail head	\$1,500.00
20	Repair of trail head	\$1,500.00
21	Repair of trail head	\$1,500.00
22	Repair of trail head	\$1,500.00
23	Repair of trail head	\$1,500.00
24	Repair of trail head	\$1,500.00
25	Repair of loose pavers	\$500.00
26	Repair of loose pavers	\$500.00
27	Repair of loose pavers	\$500.00
28	Repair of loose pavers	\$500.00
29	Repair of loose pavers	\$500.00
	Total Estimated Cost:	\$12,900.00





Vista Park		
ADA Issue #	Description	Estimated Cost
1	Repair of cracks and gaps in sidewalk	\$1,000.00
5	Repair of cracks and gaps in sidewalk	\$1,000.00
6	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Adjustment of bathroom signs	\$200.00
8	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
17	Update playground flooring	\$5,000.00
18	Ground level playground installation	\$5,000.00
20	Installation of van accessible signage	\$500.00
22	Regrading ramp to adjust slope	\$2,500.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Adjustment of bathroom signs	\$200.00
27	Addition of accessible route to baseball field	\$5,000.00
Total Estimated Cost:		\$26,400.00

Windmill Ranch Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$5,000.00
Total Estimated Cost:		\$5,000.00

Country Isles Park		
ADA Issue #	Description	Estimated Cost
1	Ground level playground installation	\$2,500.00
6	Ground level playground installation	\$2,500.00
Total Estimated Cost:		\$5,000.00

Town Center Park		
ADA Issue #	Description	Estimated Cost
4	Repair of loose pavers	\$500.00
5	Repair of loose pavers	\$500.00
6	Repair of loose pavers	\$500.00
7	Repair of loose pavers	\$500.00
8	Repair of loose pavers	\$500.00
9	Repair of loose pavers	\$500.00
10	Repair of loose pavers	\$500.00
13	Repair of loose pavers	\$500.00
15	Repair of loose pavers	\$500.00
16	Repair of loose pavers	\$500.00
Total Estimated Cost:		\$5,000.00





Heron Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of bleachers	\$500.00
2	Adjustment of ramp slope	\$2,000.00
	Total Estimated Cost:	\$2,500.00

Peace Mound Park		
ADA Issue #	Description	Estimated Cost
7	Repair of cracks and gaps in sidewalk	\$1,000.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,000.00

Bonaventure Park		
ADA Issue #	Description	Estimated Cost
1	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$700.00

Indian Trace Park		
ADA Issue #	Description	Estimated Cost
4	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of bathroom signs	\$200.00
10	Adjustment of seating area to provide wheelchair access	\$500.00
	Total Estimated Cost:	\$1,200.00

Eagle Point Park		
ADA Issue #	Description	Estimated Cost
1	Install accessible entrance to field	\$5,000.00
2	Repair of cracks and gaps in sidewalk	\$1,000.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Adjustment of seating area to provide wheelchair access	\$500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Install accessible entrance to field	\$5,000.00
	Total Estimated Cost:	\$13,500.00

Weston Racquet Club		
ADA Issue #	Description	Estimated Cost
3	Adjustment of seating area to provide wheelchair access	\$500.00
7	Adjustment of seating area to provide wheelchair access	\$500.00
10	Installation of handicap button on entrance door	\$250.00
12	Adjustment of bathroom signs	\$200.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$2,450.00





Gator Run Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of bathroom signs	\$200.00
3	Repair of cracks and gaps in sidewalk	\$1,000.00
4	Repair of cracks and gaps in sidewalk	\$1,000.00
7	Repair height of playground flooring	\$2,000.00
8	Adjustment of pavilion area to provide wheelchair access	\$2,500.00
9	Repair of cracks and gaps in sidewalk	\$1,000.00
10	Repair of cracks and gaps in sidewalk	\$1,000.00
11	Repair of cracks and gaps in sidewalk	\$1,000.00
12	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
14	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
16	Adjustment of seating area to provide wheelchair access	\$500.00
17	Repair of cracks and gaps in sidewalk	\$1,000.00
18	Adjustment of seating area to provide wheelchair access	\$500.00
19	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Repair of cracks and gaps in sidewalk	\$1,000.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
	Total Estimated Cost:	\$18,700.00

Tequesta Trace Park		
ADA Issue #	Description	Estimated Cost
2	Adjustment of seating area to provide wheelchair access	\$2,500.00
5	Adjustment of bathroom signs	\$200.00
12	Adjustment of seating area to provide wheelchair access	\$500.00
13	Install accessible entrance to baseball field	\$2,500.00
14	Adjustment of seating area to provide wheelchair access	\$1,000.00
17	Adjustment of bathroom signs	\$200.00
19	Adjustment of bathroom signs	\$200.00
21	Repair of cracks and gaps in sidewalk	\$1,000.00
22	Repair of cracks and gaps in sidewalk	\$1,000.00
23	Repair of cracks and gaps in sidewalk	\$1,000.00
24	Repair of cracks and gaps in sidewalk	\$1,000.00
25	Install new ramp with accessible grade	\$5,000.00
26	Adjust sidewalk to have accessible route	\$2,000.00
	Total Estimated Cost:	\$18,100.00





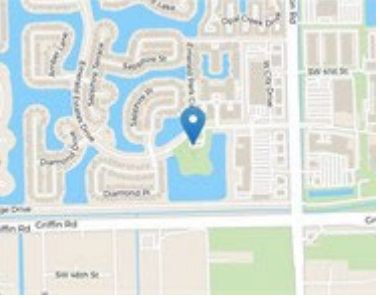

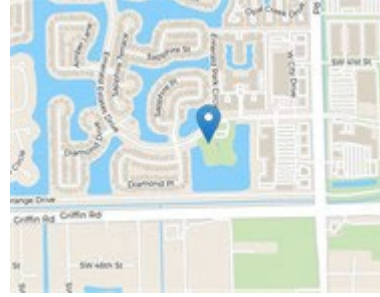

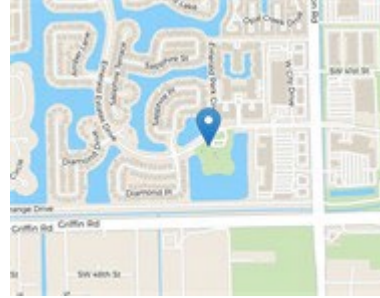



Regional Park		
ADA Issue #	Description	Estimated Cost
11	Repair of cracks and gaps in sidewalk	\$1,000.00
13	Repair of cracks and gaps in sidewalk	\$1,000.00
15	Repair of cracks and gaps in sidewalk	\$1,000.00
20	Adjustment of bathroom signs	\$200.00
25	Adjustment of bathroom signs	\$200.00
27	Repair of cracks and gaps on pavement	\$1,000.00
28	Repair of cracks and gaps on pavement	\$1,000.00
31	Installation of van accessible signage	\$500.00
36	Repair of cracks and gaps on pavement	\$1,000.00
40	Adjustment of signs	\$200.00
41	Adjustment of signs	\$200.00
42	Adjustment of signs	\$200.00
43	Adjustment of signs	\$200.00
44	Adjustment of signs	\$200.00
45	Adjustment of signs	\$200.00
47	Adjustment of bathroom signs	\$200.00
50	Adjustment of signs	\$200.00
51	Adjustment of signs	\$200.00
52	Adjustment of signs	\$200.00
53	Adjustment of signs	\$200.00
57	Handicap accessible wheelchair button	\$500.00
59	Handicap accessible wheelchair button	\$500.00
63	Addition of accessible route to hockey rink	\$2,500.00
64	Addition of accessible route to hockey rink	\$2,500.00
65	Repair of cracks and gaps on pavement	\$1,000.00
66	Repair of cracks and gaps on pavement	\$1,000.00
63	Addition of accessible route to hockey rink	\$2,500.00
71	Adjustment of seating area to provide wheelchair access	\$200.00
72	Repair of cracks and gaps in sidewalk	\$1,000.00
74	Addition of accessible route to hockey rink	\$2,500.00
77	Adjustment of seating area to provide wheelchair access	\$200.00
78	Adjustment of seating area to provide wheelchair access	\$200.00
74	Addition of accessible route	\$5,000.00
83	Adjustment of bathroom signs	\$200.00
84	Repair of cracks and gaps in sidewalk	\$1,000.00
85	Repair of cracks and gaps in sidewalk	\$1,000.00
86	Addition of accessible route	\$5,000.00
89	Adjustment of bathroom signs	\$200.00
	Total Estimated Cost:	\$36,100.00

<b>Grand Total Estimated Cost:</b>	<b>\$152,550.00</b>
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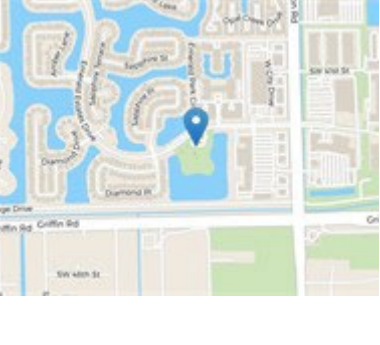

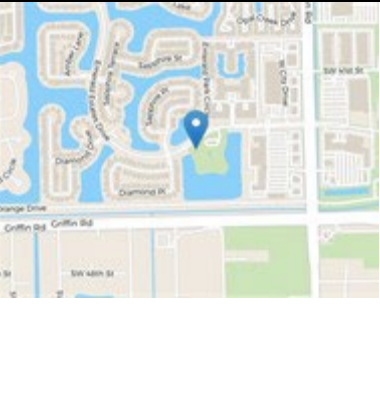

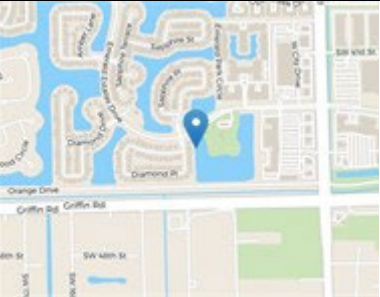



# ADA FIELD EVALUATION

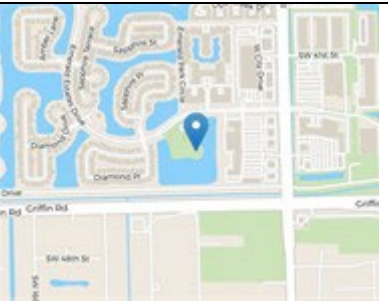

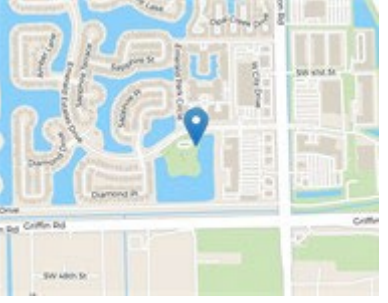

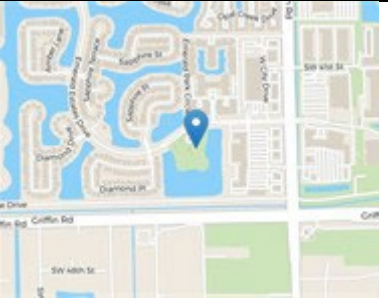

PARK NAME	DESCRIPTION	GPS LOCATION	RECOMMENDATIONS	IMAGE
1. Emerald Estates Park	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
2. Emerald Estates Park	<p>There are elevated play components (swing chair with accessible route) with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
3. Emerald Estates Park	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			

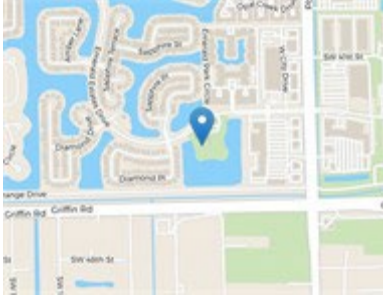

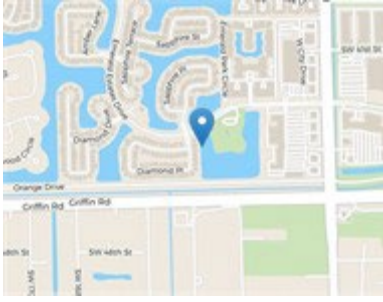

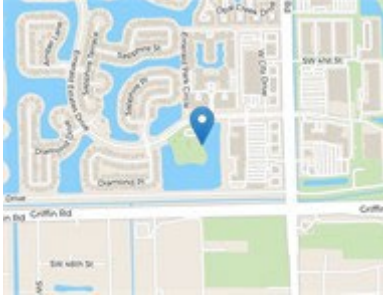

<p>4. Emerald Estates Park</p>	<p>Swing ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>Emerald Estates Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>Emerald Estates Park</p>	<p>Handicap parking meets accessibility requirements where ramp is at 4.1 slope and the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Ramp Section 405</p>			







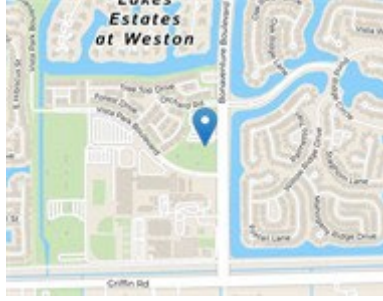

<p>7. Emerald Estates Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>8. Emerald Estates Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>ADA Standard Benches Section 903</p>			
<p>9. Emerald Estate Park</p>	<p>Restroom - Water Fountain limited space next to doors</p> <p>Water fountain has limited floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p> <p>Per ADA Standard Knee and Toe Clearance Section 306</p>		<p>Water fountains must allow for 48x30" at front</p>	









<p>10. Emerald Estates Park</p>	<p>Fitness Area</p> <p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>11. Emerald Estates Park</p>	<p>Basketball Court</p> <p>Basketball court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>12. Emerald Estates Park</p>	<p>Tennis Court, benches have enough space on the sides</p> <p>Tennis courts have accessible route with and entrance exceeding 36" and enough space surrounding it to get through. There is one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

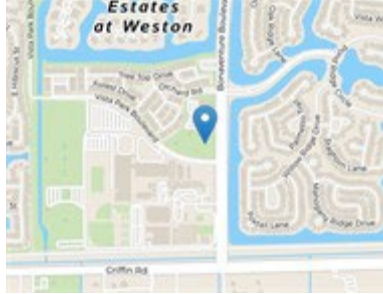





<p>13. Emerald Estates Park</p>	<p>sidewalk gap- hazard</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Emerald Estates Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground.</p> <p>Per ADA Standard Sign Section 703</p>			
<p>15. Emerald Estates Park</p>	<p>sidewalk crack</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p><b>Per ADA Standard Floor or Ground Surfaces Section 302</b></p>			




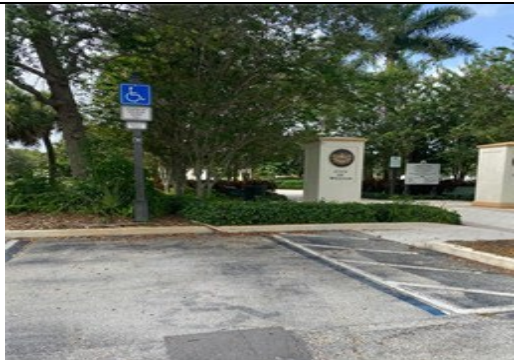

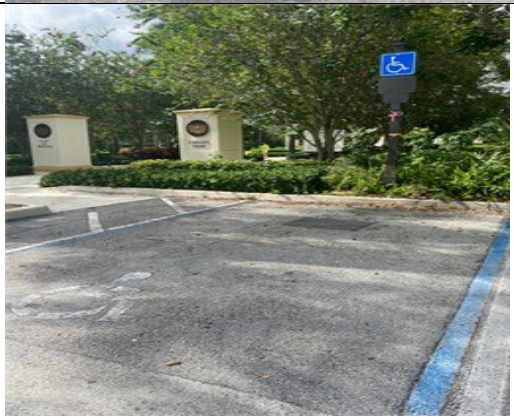


<p>1. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	
<p>2. Library Park</p>	<p>Sidewalk paths need maintenance which can be a hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>3. Library Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	






<p>4. Library Park</p>	<p>Shelter is ADA accessible. There is sufficient clear open space and an accessible route towards the pavilion. No gaps for wheelchair sitting but enough space at front for wheelchair to fit.</p>			
<p>5. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>6. Library Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of one bench that is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger. There is not at least 36 inches in between the benches for accessible seating.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will move seating to allow at least 36" of space in between or next to bench for wheelchair space.</p>	








<p>7. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>8. Library Park</p>	<p>Paint on seating needs maintenance.</p>			
<p>9. Library Park</p>	<p>Light fixtures and poles need maintenance.</p>		<p>Plates will be added to existing light fixtures in upcoming maintenance</p>	





<p>10. Library Park</p>	<p>Sidewalk has pavers with cracks that need maintenance which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will fix cracks and gaps that exceed 1/4" of height difference in floor</p>	
<p>11. Library Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. The handicap symbol on ground is faded, needs to be redone.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification and replace handicap symbol as it is faded.</p>	
<p>12. Library Park</p>				





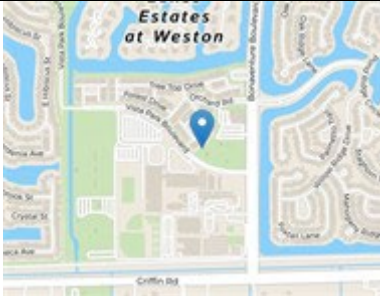



<p>13. Library Park</p>	<p>Outdoor amphitheater is not accessible. There is no accessible route with ramp, only stairs. There are openings on the route. There is sufficient space within the amphitheater for wheelchair to be able to move around and there is spacing in the front that allow wheelchairs to have a clear line of sight that is wider than 36 inches.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Amphitheater needs accessible route with 1:12 slope</p>	
<p>14. Library Park</p>	<p>Storage unit has both accessible spaces surrounding it and accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>15. Library Park</p>	<p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

<p>16. Library Park</p>	<p>Ramp meets ADA requirement of at least 1:12 slope. It is also more than 36 inches wide.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>17. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>18. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

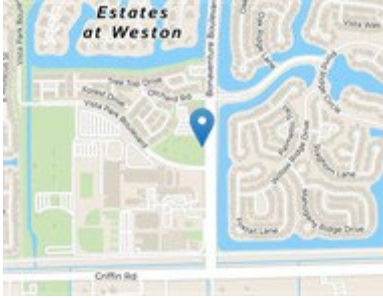







<p>19. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>20. Library Park</p>	<p>Trailhead needs maintenance and repair. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	

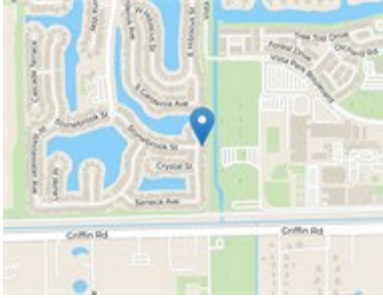

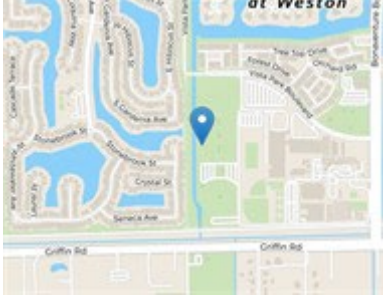

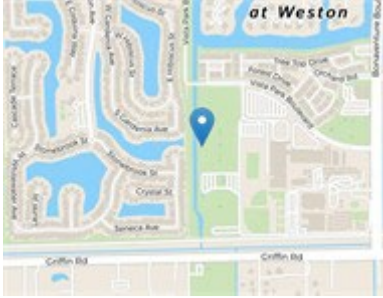

<p>21. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>22. Library Park</p>	<p>Trail head is broken and in need of maintenance to prevent any future injury or accident.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>23. Library Park</p>	<p>Sidewalk has a broken tile and pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	








<p>24. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust trail heads to avoid tripping hazard</p>	
<p>25. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>26. Library Park</p>	<p>Sidewalk has a loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

<p>27. Library Park</p>	<p>Sidewalk has a broken and loose tile which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>28. Library Park</p>	<p>Pathway has bricks that are uneven which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	
<p>29. Library Park</p>	<p>Pavers</p> <p>Brick on the side of the pathway is loose. This can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain loose pavers to avoid tripping hazard</p>	

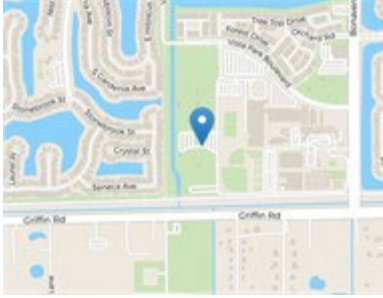

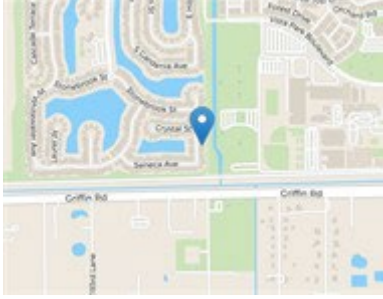


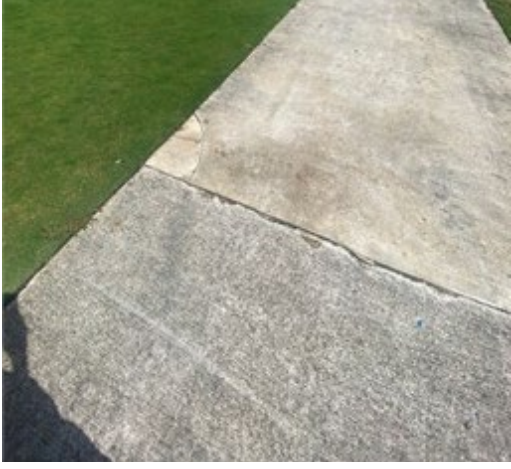


<p>1. Vista Park</p>	<p>cracked sidewalk</p> <p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>2. Vista Park</p>	<p>There is an accessible route to seating that connects to both sides of the sheltered bench area and on each side of team payer seating. There is space on both sides of both benches that exceed 36 inches of width, can hold enough for 2 adjacent seating spaces that are all more than 48 inches deep, and can be accessed from sides, front and back. There is clear floor space for a person in a wheelchair to turn around at least 60 inches in diameter.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>3. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. . The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

<p>4. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 2 tables have seating wheelchair options where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Vista Park</p>	<p>sidewalk gaps</p> <p>Sidewalk has a gap of about an inch in width. This can be a tripping hazard as it exceeds a height differential of 1/4" and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>6. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



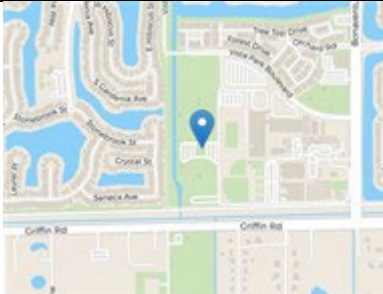



<p>7. Vista Park</p>	<p>Signage is placed on wall before entrance of restroom standing at about 57 inches from the floor. The characters contrast with background, characters are raised and there is braille. There is no swinging door net to the sign and there is clear floor space around sign. The baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground. There are no outside signs that provide and guide towards restroom.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Vista Park</p>	<p>field 2 shelter area sidewalk is cracked but has area for wheelchair</p> <p>There is sufficient space in player seating area with wheelchair accessibility marked on the floor.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>9. Vista Park</p>	<p>Sidewalk has a hole which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	







<p>10. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>11. Vista Park</p>	<p>Picnic bench area has tables with wheelchair space of about 4 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and back. There is less than 50% of accessible seating, only 1 seating wheelchair option where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>12. Vista Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	





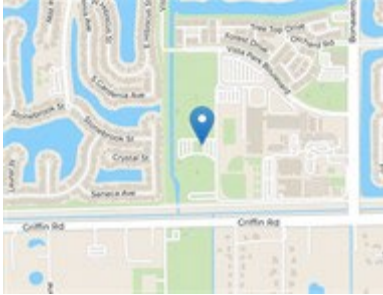



<p>13. Vista Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>14. Vista Park</p>	<p>Playground: ground level play</p> <p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>15. Vista Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			



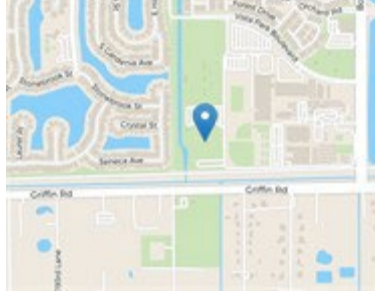



<p>16. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>17. Vista Park</p>	<p>The playground has an unstable floor that may exceed the 1/4" of ground height difference and can be a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust playground flooring so there is no height difference greater than 1/4"</p>	



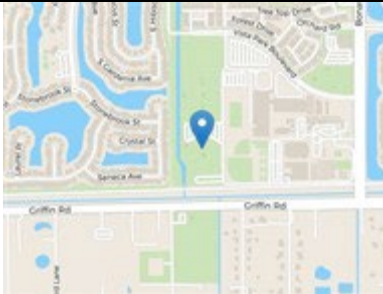








<p>18. Vista Park</p>	<p>Not ADA accessible. Elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>19. Vista Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>20. Vista Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	

<p>21. Vista Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>22. Vista Park</p>	<p>Playground ramp does not meet ADA requirement of 1:12 slope. Ramp is at 7.8 slope. There is also a gap between ramp and sidewalk that can be a safety hazard. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Ramp will be regraded to 1:12 maximum slope</p>	
<p>23. Vista Park</p>	<p>Handicap parking path has gaping hole in corner that can exceed a 1/4" height floor difference and become a safety hazard.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



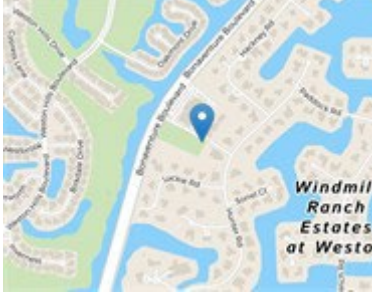



<p>24. Vista Park</p>	<p>concession stand 33"</p> <p>Concession stand counter is at 33". This is ADA accessible as it is lower than the 38" maximum.</p>			
<p>25. Vista Park</p>	<p>Sign in restroom that gives identification to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 60 inches above ground, not compliant to ADA standard of at the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor.</p> <p>Per ADA Standard Sign Section 703</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>26. Vista Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			







<p>27. Vista Park</p>	<p>Baseball shelter is not Ada compliant. There is no accessible route to activity that connects to both sides for the baseball field. Seating does have at least 36" on each side for wheelchair space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Provide accessible route to baseball field</p>	
<p>28. Vista Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>29. Vista Park</p>				







<p>1. Windmill Ranch Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Windmill Ranch Park</p>	<p>There is no parking or any accessible parking near the playground.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>Include handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide</p>	



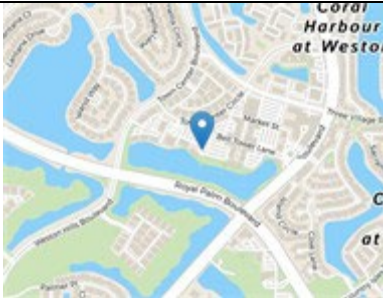

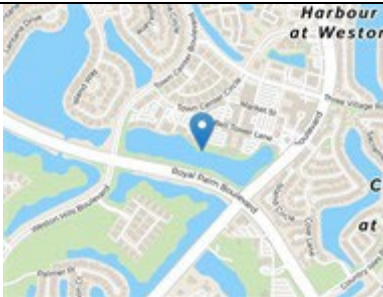

<p>3. Windmill Ranch Park</p>	<p>Ramp meets ADA requirement of 1:12 slope. Ramp is at 2.1 slope. This provides an accessible route and proper wheelchair accessibility.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>4. Windmill Ranch Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.5 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			


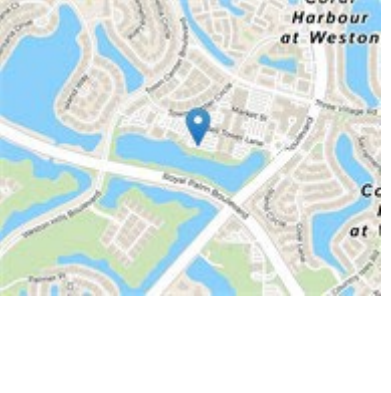

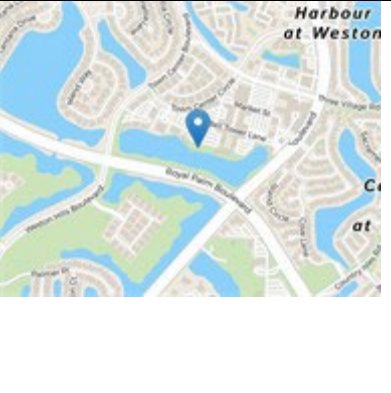



<p>1. Country Isles Park</p>	<p>There is accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does meet requirement of an accessible route to at least one of each type of ground level play area though there are no specific ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>2. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 3.2 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Country Isles Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.0 slope. This provides an accessible route to entrance to neighborhood. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			

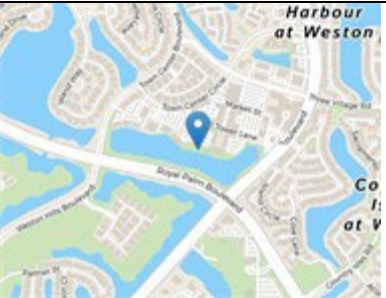

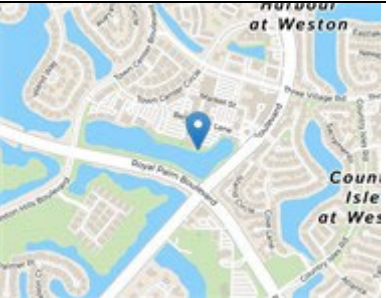

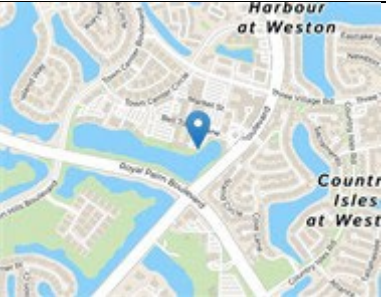

<p>4. Country Isles Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" there is one that directs one to an accessible route and is located on the closest accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>5. Country Isles Park</p>				
<p>6. Country Isles Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

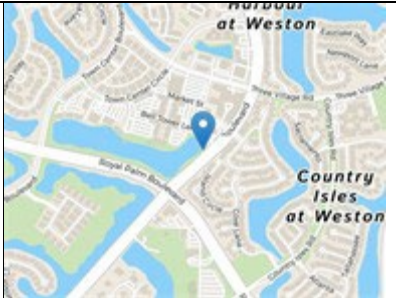





<p>1. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Town Center Park</p>	<p>Amphitheater has accessible route that meets ADA slope requirement of 1:12 slope and at least 36 inches wide. For areas where people are expected to stand, people in wheelchair spaces have a clear line of sight. There is wheelchair spacing of at least 36 inches that can be entered from front and sides and sufficient space within the amphitheater.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

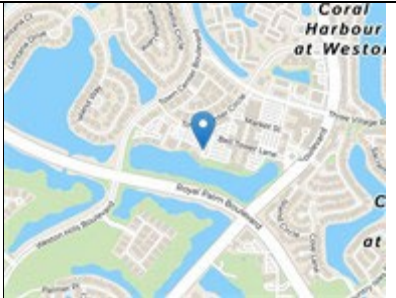

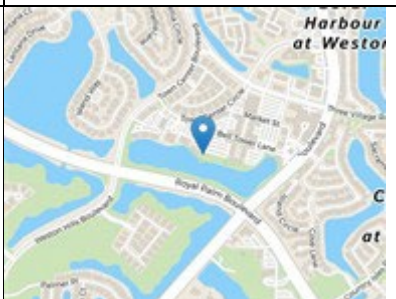

<p>3. Town Center Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>4. Town Center Park</p>	<p>Parking lot has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Upcoming maintenance will adjust pavers to avoid tripping hazard.</p>	
<p>5. Town Center Park</p>	<p>Sidewalk has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	







<p>6. Town Center Park</p>	<p>Seat wall has discoloration and crack that needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>7. Town Center Park</p>	<p>Sidewalk has pavers caving in which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>8. Town Center Park</p>	<p>Planting needs maintenance as it is overgrowing onto pavers.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	



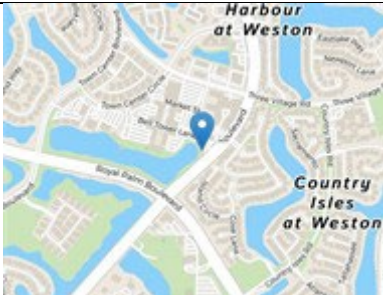

<p>9. Town Center Park</p>	<p>Entrance has unstable pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>10. Town Center Park</p>	<p>Sidewalk has lifting and unsettled pavers which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	









<p>11. Town Center Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>12. Town Center Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			

<p>13. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>14. Town Center Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			






<p>15. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	
<p>16. Town Center Park</p>	<p>Sidewalk has pavers that are moving and need maintenance and they can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain pavers to avoid tripping hazard</p>	






<p>1. Heron Park</p>	<p>Bleachers do not have a 36" gap or space for wheelchairs. There is only space to both side of bleachers, but such space does not fall under provide shade. There is space in between both bleachers but does not give wheelchair user clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust bleachers to allow for at least 36" of space</p>	
<p>2. Heron Park</p>	<p>There is not an accessible route near the entrance of the park. The ground elevates more than ¼" and is not ADA compliant. There is an accessible route further away from the actual park and parking.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Adjust entrance to ramp entrance with ramp at 1:12 slope</p>	
<p>3. Heron Park</p>	<p>No ADA accessible handicap parking near park.</p> <p>Per ADA Standard Parking Spaces Section 502</p>		<p>This parking area is not city property, the owner should be contacted to discuss maintenance.</p> <p>Proposed inclusion of handicap parking that is at least eight feet wide and have an adjacent aisle that is at least five feet wide.</p>	



<p>1. Peace Mound Park</p>	<p>Accessible route towards playground. Ramp meets ADA requirement of 1:12 slope. Ramp is at 3.3 slope. This provides an accessible route to play area that is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Peace Mound Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			


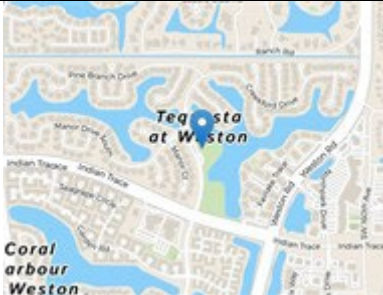
<p>3. Peace Mound Park</p>	<p>pavilion tables have open corners for wheelchair</p> <p>Picnic bench area has table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front and side. There is a single table that is accessible where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Peace Mound Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs and has ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			









<p>5. Peace Mound Park</p>	<p>There is a swing that is wheelchair accessible and has clear space for a person in a wheelchair to turn around in a circle at least 60 inches in diameter.</p>			
<p>6. Peace Mound Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>7. Peace Mound Park</p>	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



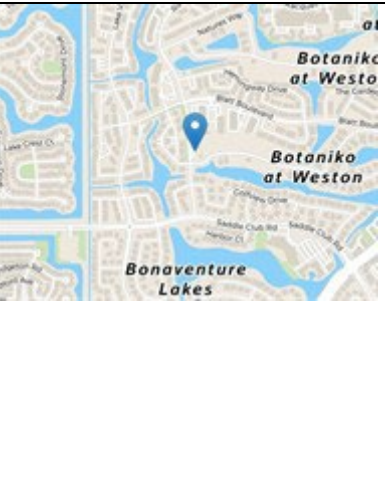

8. Peace Mound Park	La Morada residents park entrance 4 ft side wall			
9. Peace Mound Park	<p>Bridge near entrance has a raised plank exceeding the 1/4" inch of ground level elevation difference which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		Maintain cracks and gaps to not exceed 1/4" of height difference in floor	
10. Peace Mound Park	trail marker			



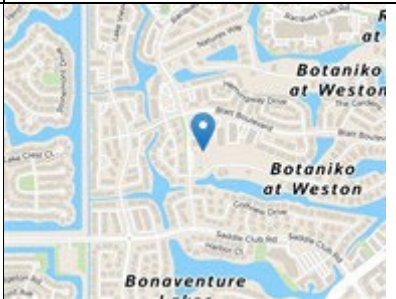


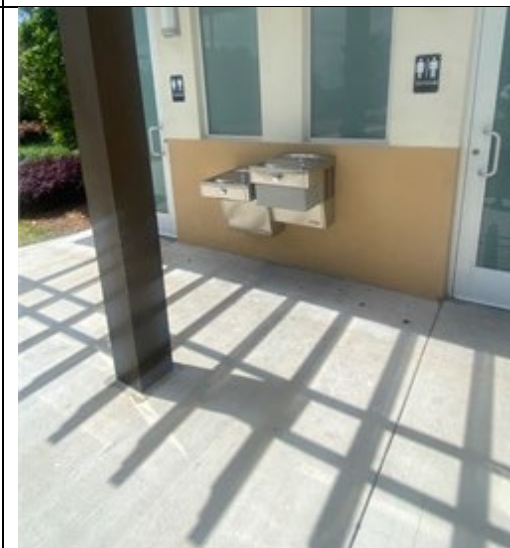


<p>11. Peace Mound Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>12. Peace Mound Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>			
<p>13. Peace Mound Park</p>	<p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			


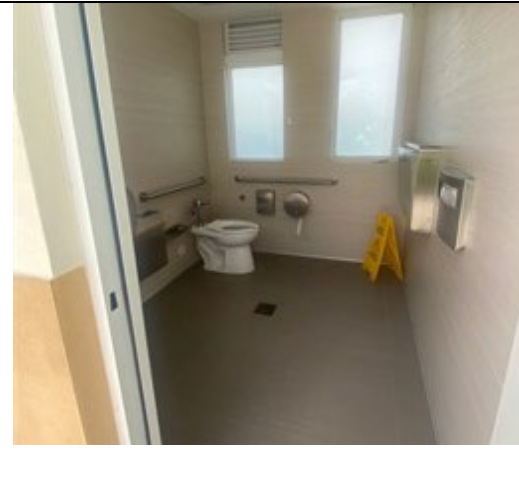




<p>14. Peace Mound Park</p>	<p>ADA accessible entry towards restroom. Not clear signage of restroom outside stall entrance.</p>			
<p>15. Peace Mound Park</p>	<p>ramp &amp; stairs Per ADA Standard Accessible Routes Section 206</p>			
<p>16. Peace Mound Park</p>	<p>Pavers are concave and Sand accumulation in this area. Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Monitor area for flooding.</p>	

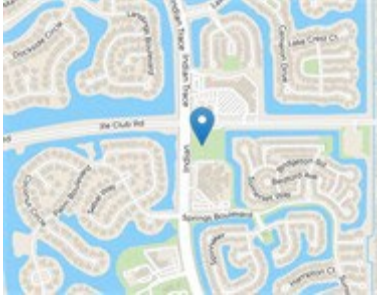





<p>1. Bonaventure Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces to be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	
<p>2. Bonaventure Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>3. Bonaventure Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spots. These don't adjoin into an accessible ramp though there is one to the right of the last parking spot. Both spots are marked to discourage parking and have 98" of vertical clearance. There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			



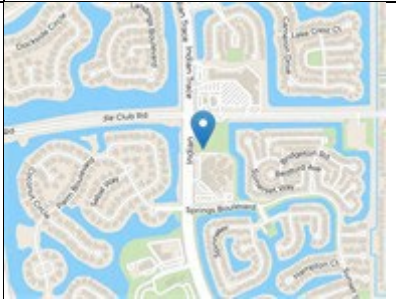

<p>4. Bonaventure Park</p>	<p>All fitness areas have accessible routes with clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>5. Bonaventure Park</p>				
<p>6. Bonaventure Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


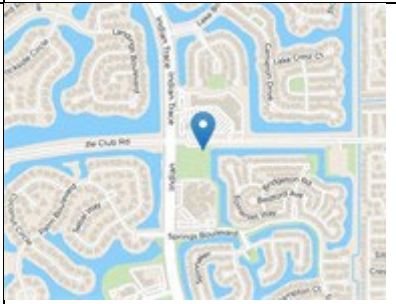


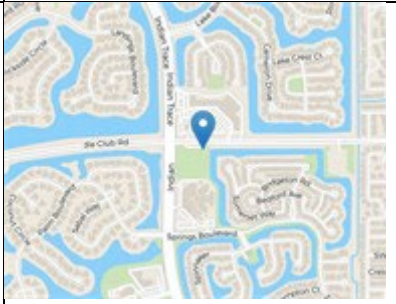



<p>7. Bonaventure Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>8. Bonaventure Park</p>	<p>Accessible entry. Pathway is more than 36" wide.  Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Bonaventure Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.  Per ADA Standard Accessible Routes Section 206</p>			


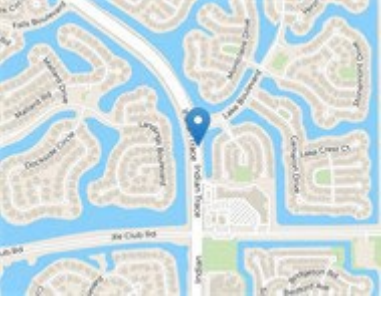

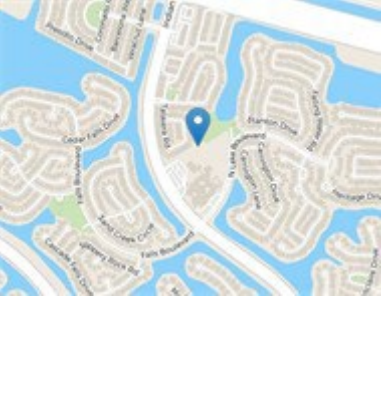

<p>1. Indian Trace Park</p>	<p>There are several ground level components that can be approached and exited at ground level. There are elevated play components with accessible routes with intent of experience for children in wheelchairs but has no ramps that provide access to more than half of the elevated components that goes to at least 3 different elevated play areas. There is clear ground floor that has accessible routes.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>2. Indian Trace Park</p>	<p>Second part of playground also has accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access. Swings so not have clear space for person in wheelchair to turn around in.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>3. Indian Trace Park</p>	<p>playground activity is not accessible</p> <p>There is no accessible entrance for this structure of the playground. There is no intent to provide an equal experience for children who want to remain in their wheelchair or with another mobility device within the structure.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			

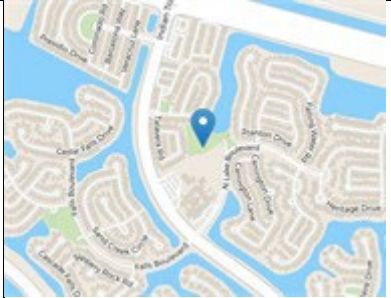

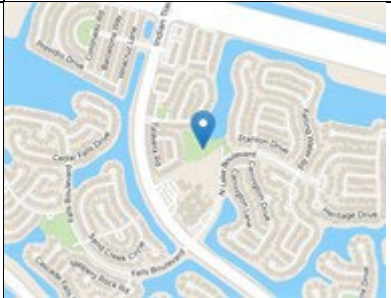

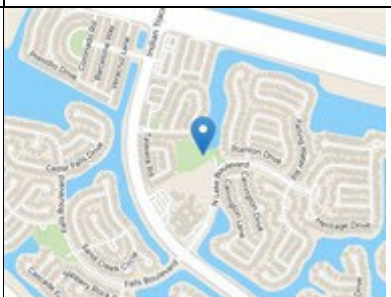



<p>4. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust tables to allow for 36" of space in between</p>	
<p>5. Indian Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>6. Indian Trace Park</p>	<p>Basketball courts have more than one accessible route that connects both sides of the court.</p>			

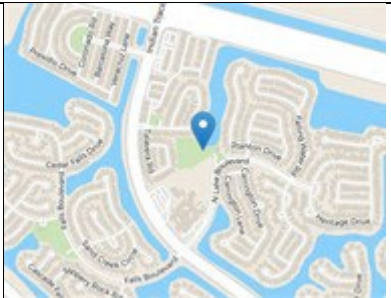

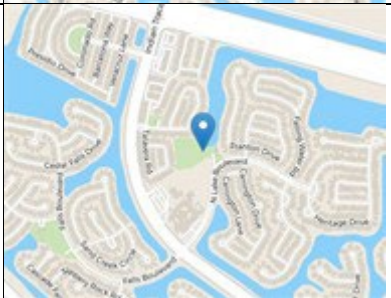


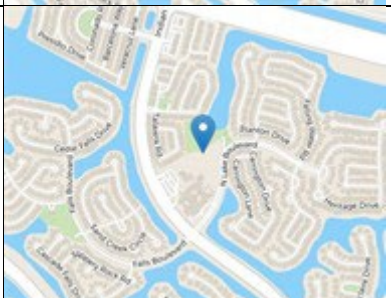

<p>7. Indian Trace Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Drinking Fountains Section 602 Per ADA Standard Knee and Toe Clearance Section 306</p>	<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>8. Indian Trace Park</p>	<p>Fitness stations do not have a fully accessible route from one station to the next however they have clear floor space of at least 30" wide by 48" long positioned for transfer or for use by a person seated in a wheelchair next to such machines.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>9. Indian Trace Park</p>	<p>Seating is not accessible. There is at least 36 inches to the right of the bench and is at least 48 inches deep but there are no two adjacent wheelchair spaces, cannot be entered from the back or sides (only front), there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Provide at least 36" of space next to bench</p>	

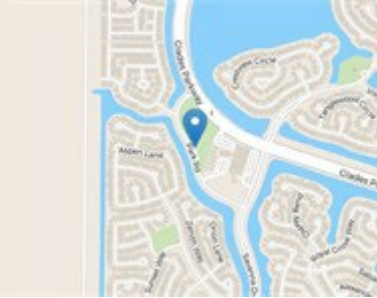

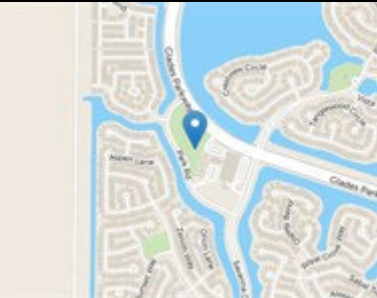

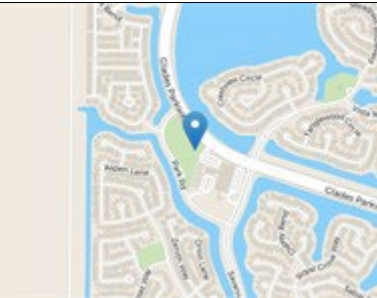



<p>1. Eagle Point Park</p>	<p>baseball field not accessible</p> <p>There is no accessible route to activity that connects to both sides for the baseball field. There is no seating in general and thus, no wheelchair accessible space.</p> <p>Per ADA Standard Accessible Routes Section 206</p>		<p>Provide accessible entrance to field</p>	
<p>2. Eagle Point Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>3. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

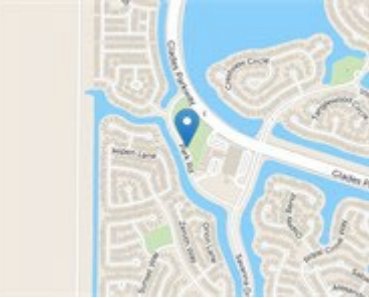

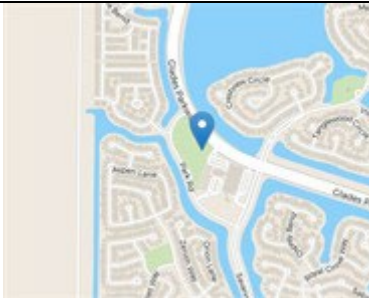


<p>4. Eagle Point Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Upcoming maintenance will provide at least 36" of space next to bench.</p>	
<p>5. Eagle Point Park</p>				
<p>6. Eagle Point Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	


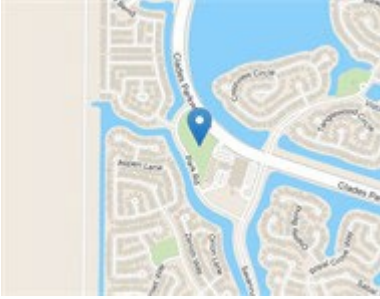

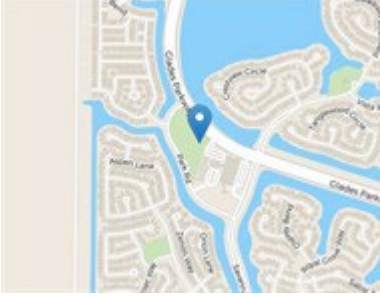



<p>7. Eagle Point Park</p>	<p>Playground</p> <p>Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>8. Eagle Point Park</p>	<p>Swing sets have clear space for a person in a wheelchair to be able to move around in a 60 diameter. No handicap swing set.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>			
<p>9. Eagle Point Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>10. Eagle Point Park</p>	<p>There is no accessible route to activity that connects to both sides for the volleyball court. There is no seating in general and thus, no wheelchair accessible space.</p>		<p>Provide accessible entrance to field</p>	

<p>1. Gator Run Park</p>	<p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Gator Run Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>3. Gator Run Park</p>	<p>Wall has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

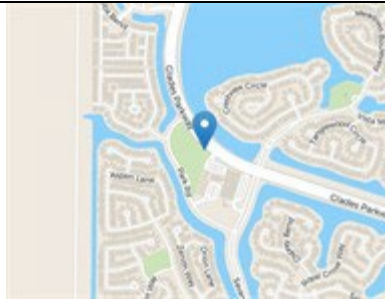

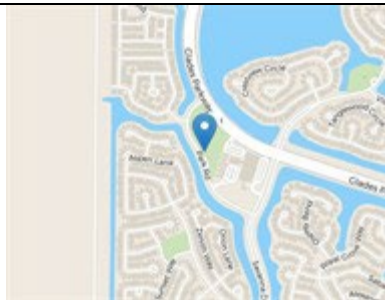
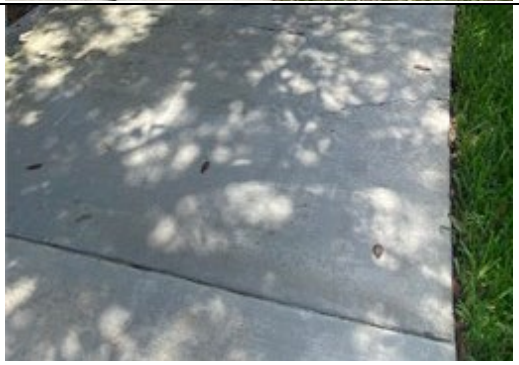
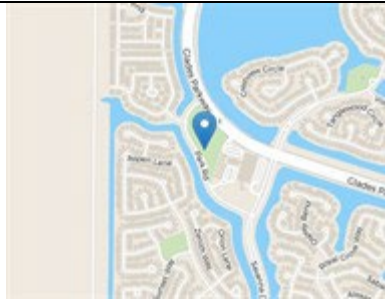



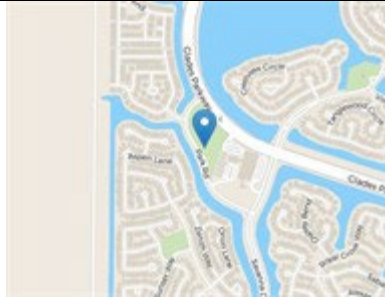

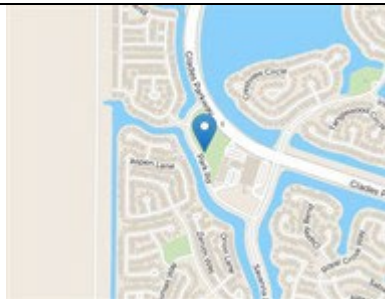

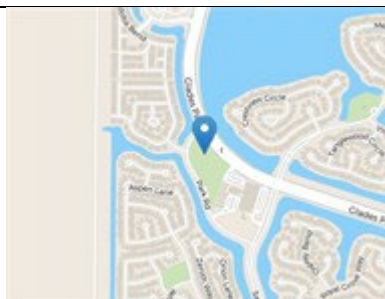
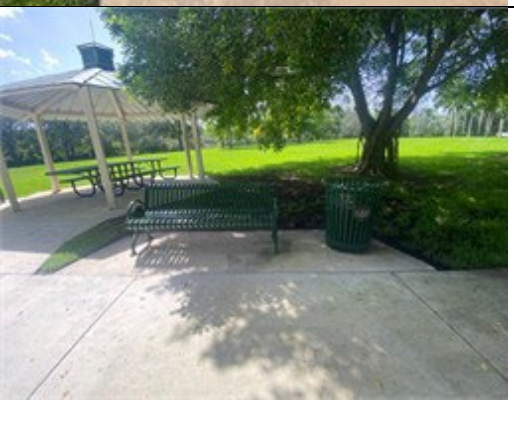
<p>4. Gator Run Park</p>	<p>Paving need maintenance as it can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>5. Gator Run Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>6. Gator Run Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

<p>7. Gator Run Park</p>	<p>Ground has soft contained play structure with accessible route made of soft padding but can be a hazard due to the slight slope surrounding the general play area.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming maintenance will adjust floor to not exceed 1/4" of height difference.</p>	
<p>8. Gator Run Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is no clear floor space of at least 30 inches wide by 48 inches long and does not have at least 36 inches between both tables. It does allow for knee space of at least 27 inches high and 30 inches wide but not at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust pavilion to allow for 36" of wheelchair space</p>	
<p>9. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	


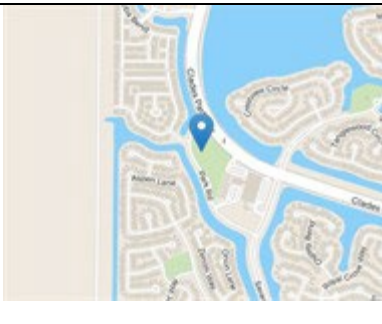
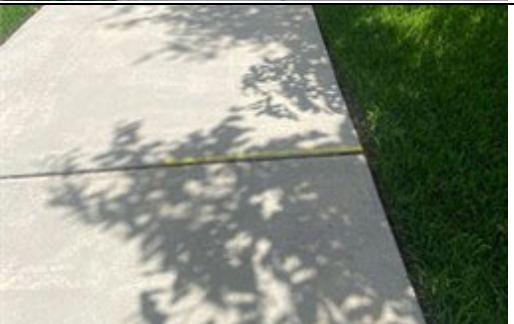
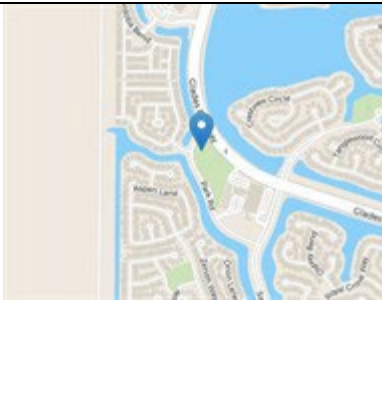



<p>10. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>11. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>12. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

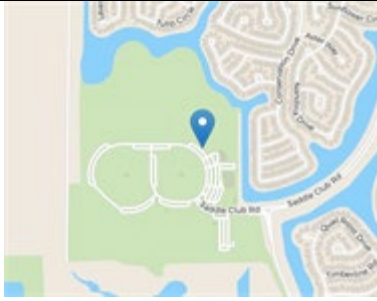

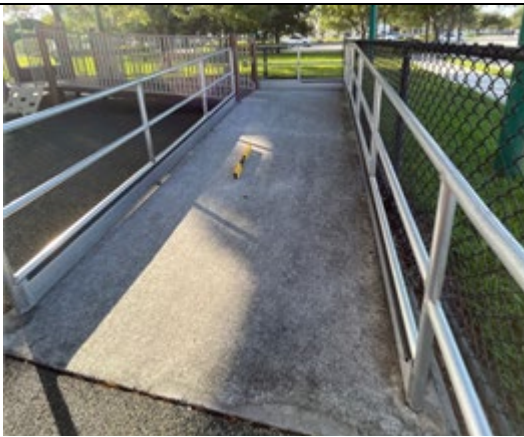

<p>13. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>14. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>15. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

<p>16. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	
<p>17. Gator Run Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>18. Gator Run Park</p>	<p>Seating is not accessible. There is not at least 36 inches to the right of the bench and is not at least 48 inches deep. There are no two adjacent wheelchair spaces and there are no adjoining spaces, and the companion seating is not equivalent in size, it is bigger.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Relocate or adjust benches to allow for 36" of wheelchair space</p>	



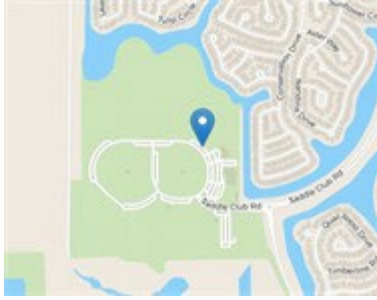

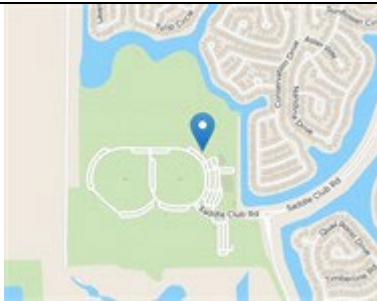

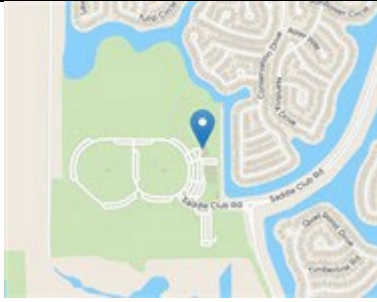

<p>19. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>20. Gator Run Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	
<p>21. Gator Run Park</p>	<p>Sidewalk has a gap that exceeds a floor height difference of 1/4" and can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Adjust floor to not exceed 1/4" of height difference</p>	

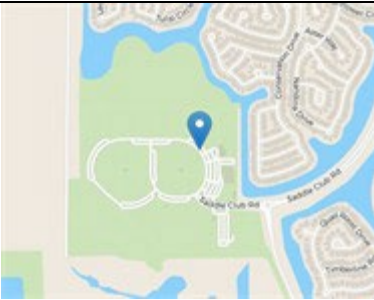

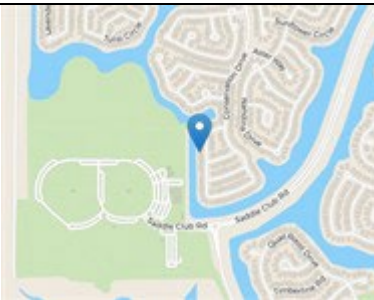

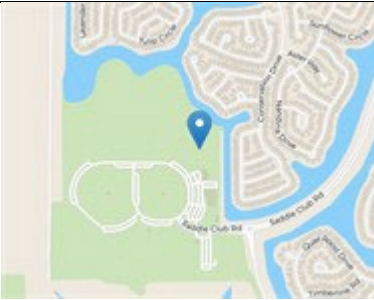



<p>1. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 2.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>3. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.4 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

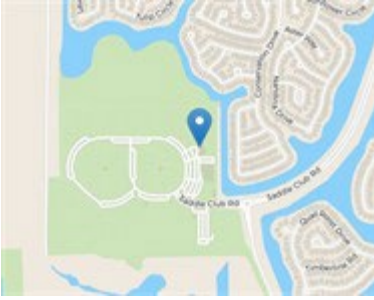

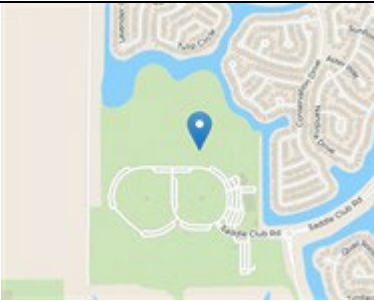

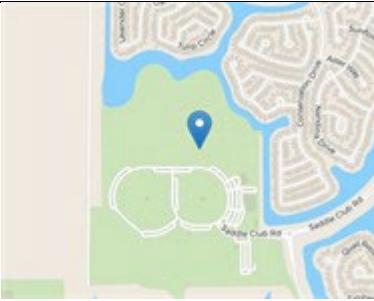

<p>4. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>5. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>6. Regional Park</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. This provides an accessible route to play areas and creates accessible route within the play area that connects to the ground level.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p> <p>Per ADA Standard Ramp Section 405</p>			

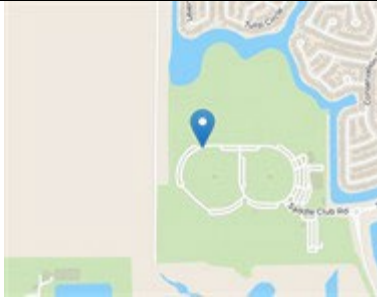


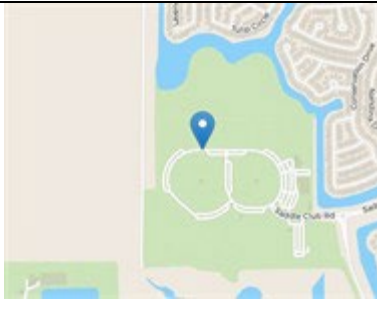

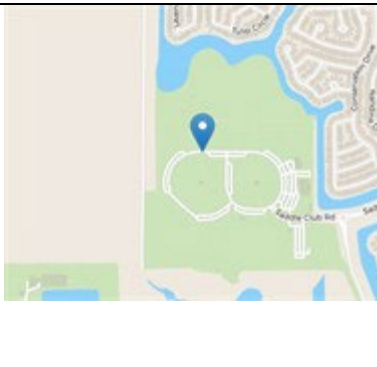

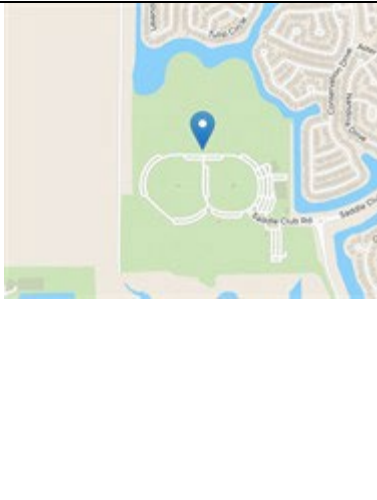
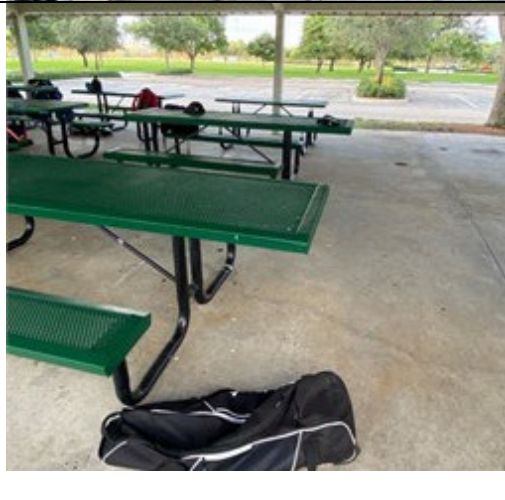
<p>7. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>8. Regional Park</p>	<p>Bench beside playground has no accessible route and is not ADA compliant.</p> <p>Per ADA Standard Benches Section 903</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p> <p>Playground is to be updated per Capital Improvement project.</p>	
<p>9. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	

<p>10. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>11. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>12. Regional Park</p>	<p>Bleachers are not ADA compliant. There is no given space of at least 36" in between or to the sides. The extra space does not fall under provided shade.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

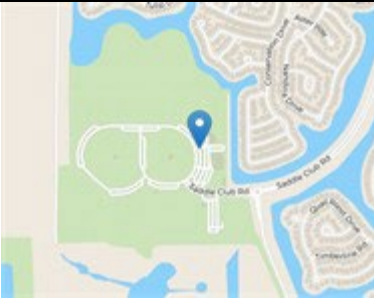

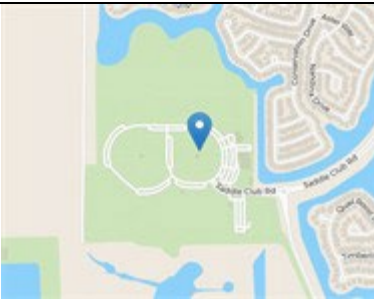

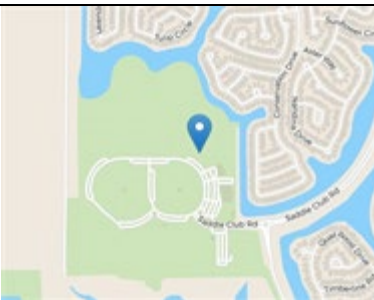



<p>13. Regional Park</p>	<p>bleachers - under 4' space</p> <p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Crack in area of wheelchair space, can be a hazard.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>14. Regional Park</p>				
<p>15. Regional Park</p>	<p>Crack in sidewalk near pole, needs maintenance.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

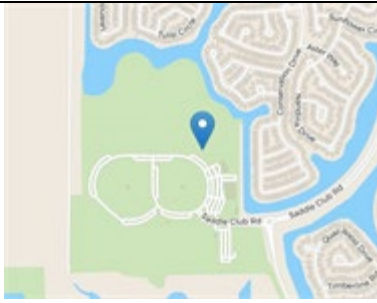


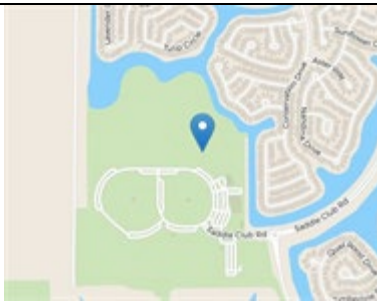

<p>16. Regional Park</p>	<p>Recreation building has ADA accessible paths that exceed 36" and an entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>17. Regional Park</p>	<p>Sidewalks are ADA accessible, exceeding 36 inches in width.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>18. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			

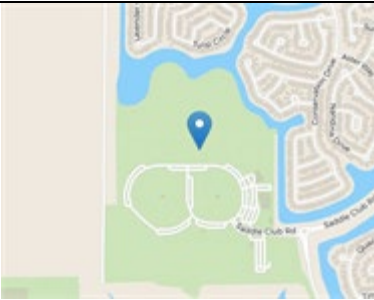


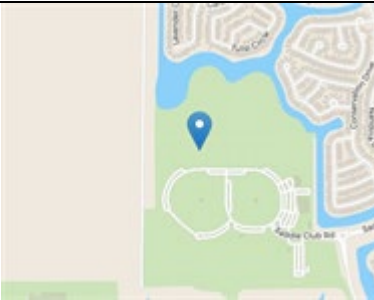

<p>19. Regional Park</p>	<p>Handicap ramp is ADA accessible with a 4.2 slope.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>20. Regional Park</p>	<p>There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>21. Regional Park</p>	<p>Pavilion bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			

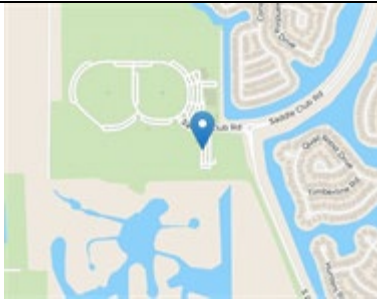

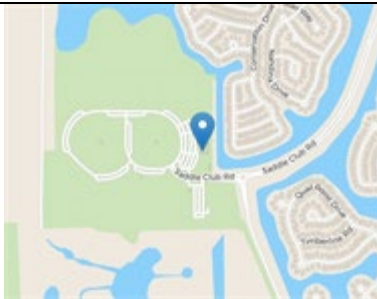

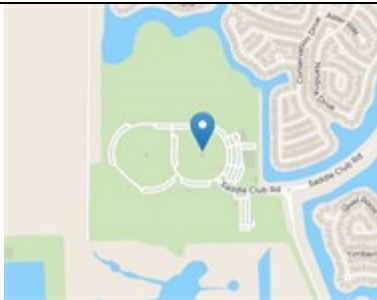



<p>22. Regional Park</p>	<p>Baseball field seating does not have accessible route or entrance. There is not a 36" minimum space for seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Not every seating area needs to provide accessible route.</p>	
<p>23. Regional Park</p>	<p>Seating has space to sides that exceed 36" of ADA requirement space.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>24. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			


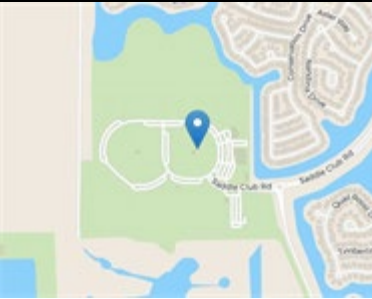



<p>25. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>26. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606</p>			
<p>27. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 8)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	


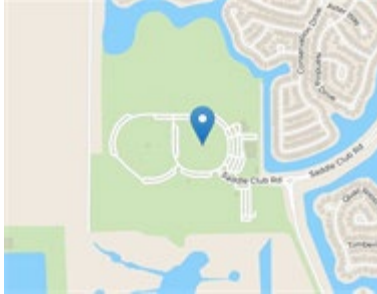

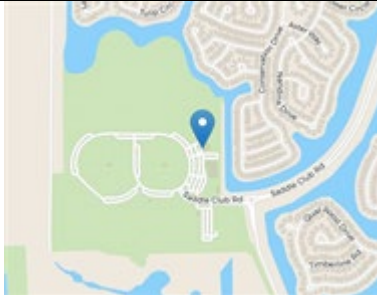

<p>28. Regional Park</p>	<p>Seating areas has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries (Field 5)</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>29. Regional Park</p>	<p>ADA accessible entrance that provides more than 36" of space.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>30. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			

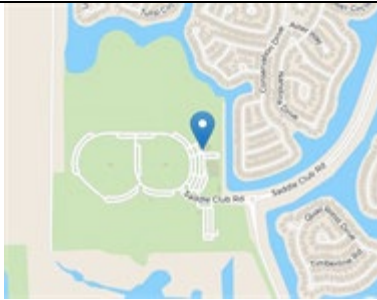

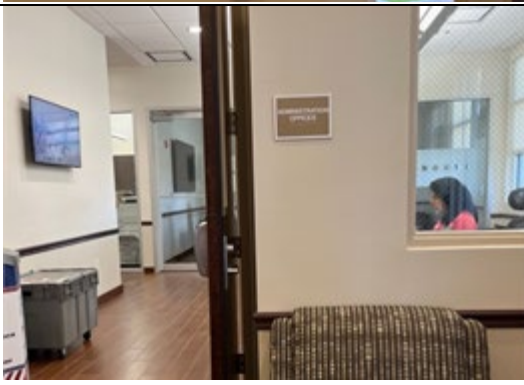
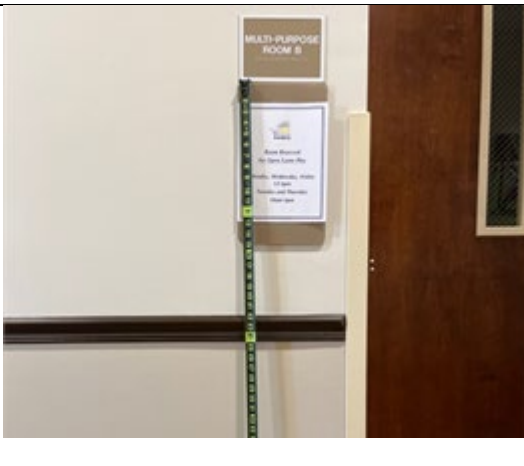
<p>31. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p> <p>Per ADA Standard Section Advisory 502.6 Identification</p>		<p>Install van accessible signage per ADA Standard Section Advisory 502.6 Identification</p>	
<p>32. Regional Park</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>33. Regional Park</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow.</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>			

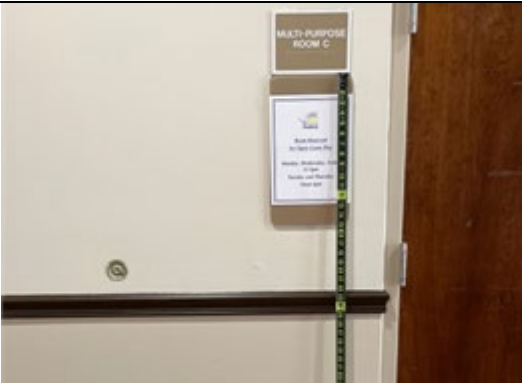

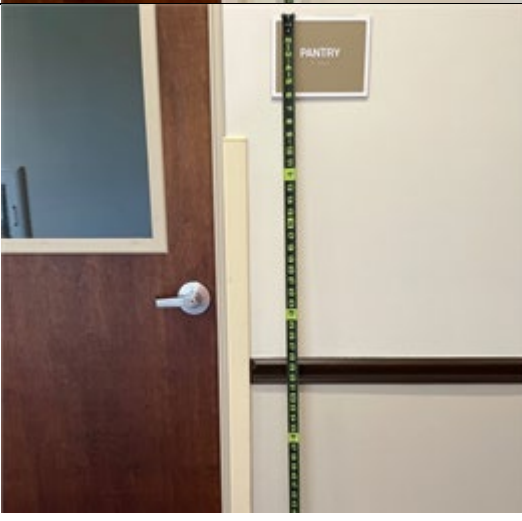


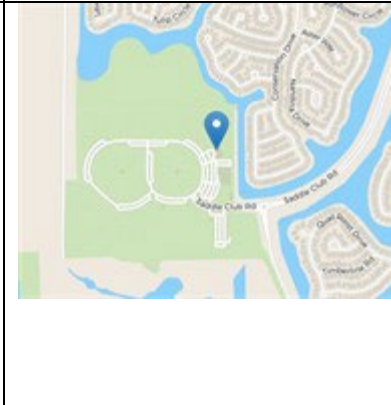
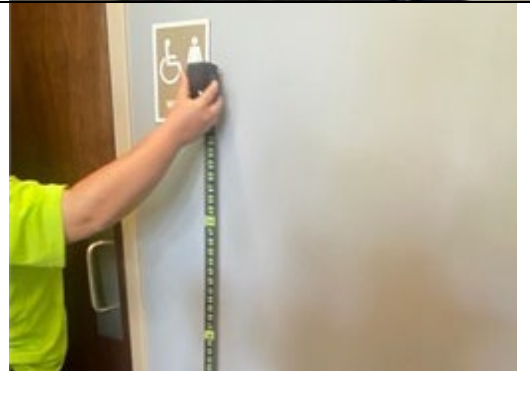
<p>34. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>35. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			



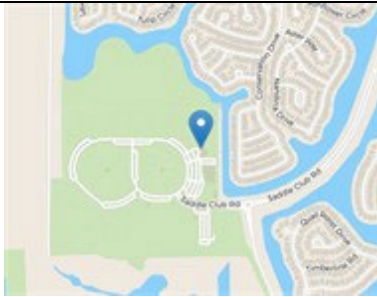
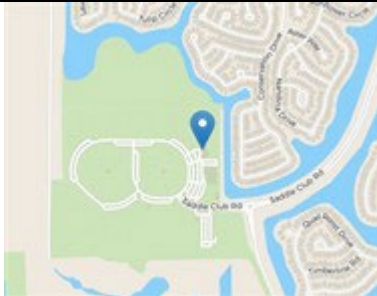

<p>36. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>37. Regional Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>38. Community Center</p>	<p>community center water fountain has sufficient surrounding space</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			

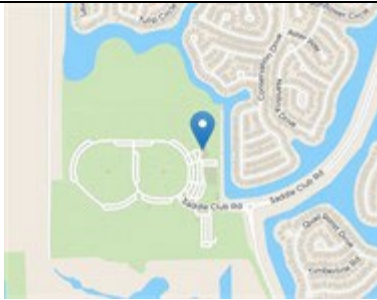

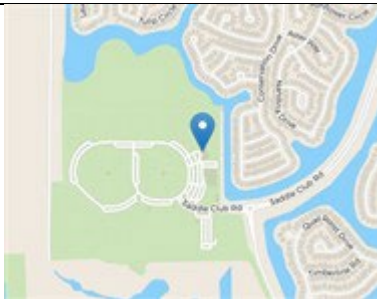
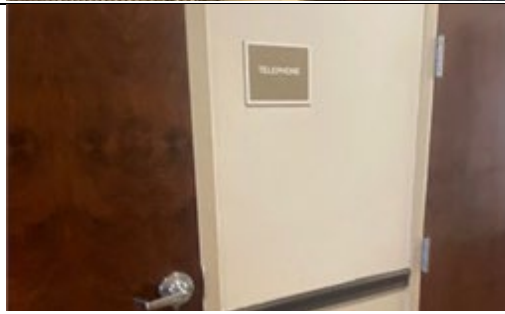
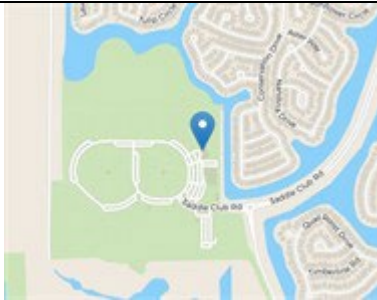
<p>39. Community Center</p>	<p>community center fire alarm is above seat 43 inches</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>40. Community Center</p>	<p>Tripping hazard under sign. Object in front of sign that has braille and can be a safety hazard for handicap.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>		<p>Seating has been removed from in front of sign. Sign has been adjusted to no more than 50" from ground level.</p>	
<p>41. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground</p>	

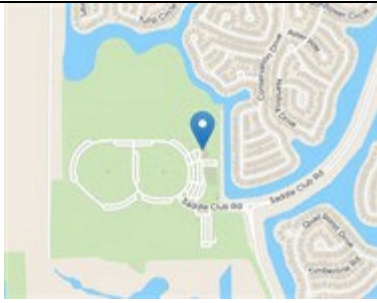

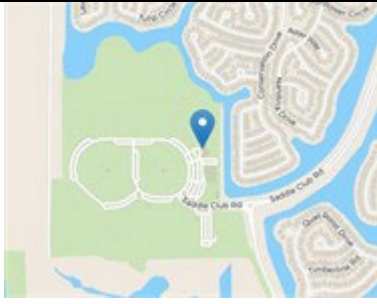

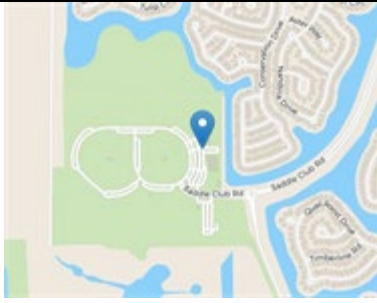

<p>42. Community Center</p>	<p>community center sign 53 inch</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>43. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>44. Community Center</p>	<p>community center sign 53 inches</p> <p>Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



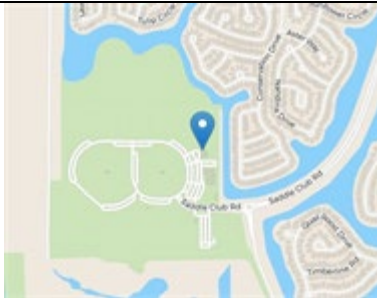

<p>45. Community Center</p>	<p>community center room emergency exit door</p> <p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>46. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>47. Community Center</p>	<p>restroom community center</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1 Per ADA Standard Water Closets and Toilet Compartments Section 604</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



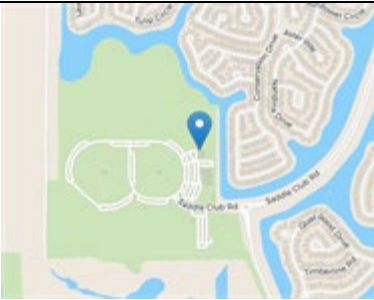

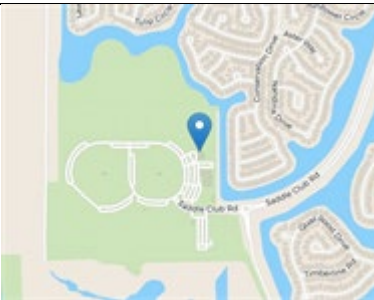

<p>48. Community Center</p>	<p>community center water fountain</p> <p>Water fountain does have clear floor space of at least 48x30 inches at the front.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Water fountains must allow for 48x30" at front</p>	
<p>49. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Has handicap opening option.</p>			

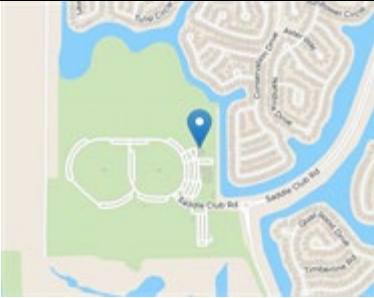


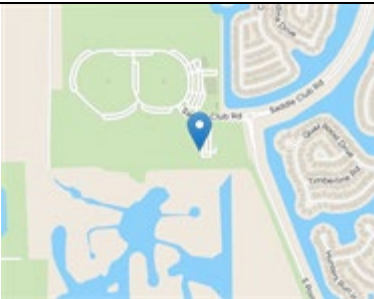

<p>50. Community Center</p>	<p>community center multipurpose sign 58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>51. Community Center</p>	<p>community center telephone sign 57/58"</p> <p>Sign that designates activity that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>52. Community Center</p>	<p>community center mechanical sign 57"/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

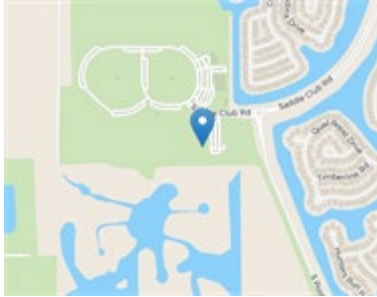

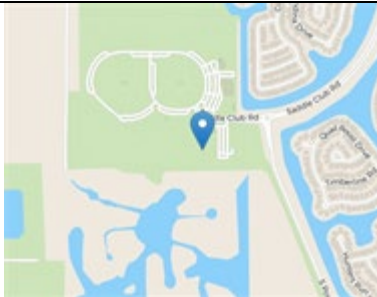

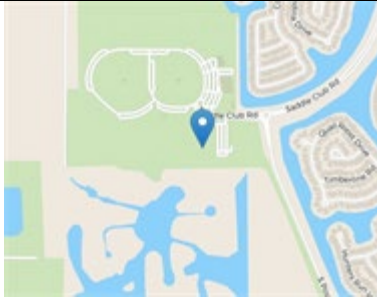

<p>53. Community Center</p>	<p>community center custodial sign 57/58"</p> <p>Sign that designated room name and space that is not likely to change overtime. Characters contracts with background, text is raised and there is braille that does not meet the 48" baseline.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>54. Community Center</p>	<p>Room has sufficient space for wheelchair user to turn around in a full 60" diameter turn.</p> <p>Per ADA Standard Wheelchair Clear Floor or Ground Space Section 305</p>			
<p>55. Community Center</p>	<p>Service desk 30"</p> <p>Service desk is ADA compliant. Countertop is at 30" that does not exceed requirement of no more than 36".</p>			

<p>56. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>			
<p>57. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. No handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Needs handicap accessible wheelchair button.</p>	

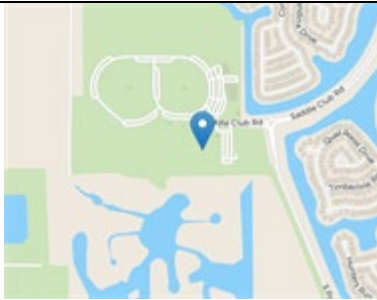


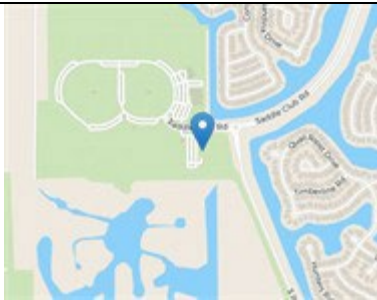



<p>58. Community Center</p>	<p>Fire hydrant is in an accessible area, within 48" of reach from ground level and does not require tight grasping.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>59. Community Center</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth. Non-working handicap accessible button.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p> <p>Per ADA Standard Operable Parts Section 309</p>		<p>Wheelchair accessible button needs to be fixed.</p>	

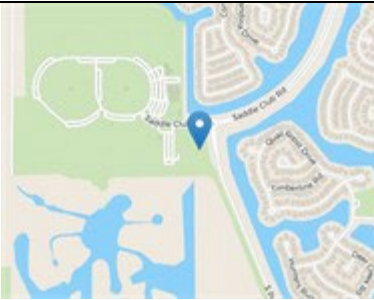
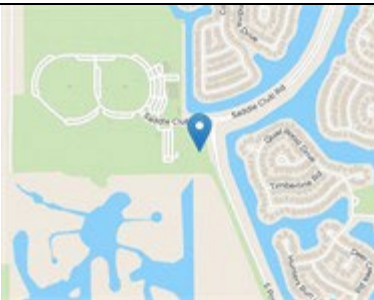
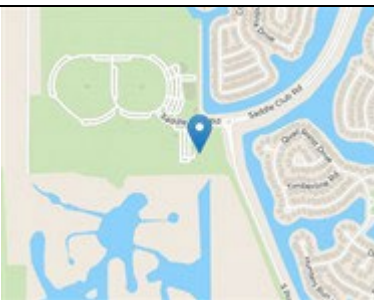
<p>60. Community Center</p>	<p>Fire alarm is in accessible area. Does not have sign in braille and is about 4' from ground level.</p> <p>Per ADA Standard Fire Alarm Systems Section 702</p>			
<p>61. Community Center</p>	<p>Ramp is ADA accessible being it is at least 36" wide with handrails on both sides. Rail is continuous and not obstructed on top and sides. Top of handrail is exactly 34" and extends at least 12" horizontally beyond top and bottom of ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>62. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible route to each side of player seating with wheelchair space on both sides of the bleachers that exceed 36" of space. It can be accessed from side, back, and front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			

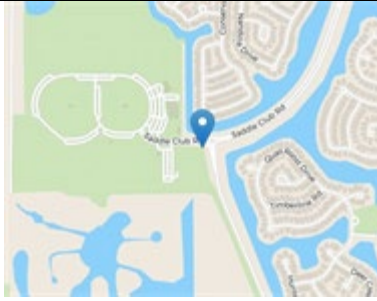


<p>63. Regional Park</p>	<p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>64. Regional Park</p>	<p>Rink 6 non wheelchair accessible</p> <p>Rink is not ADA accessible. There is an elevation higher than ¼" and thus non-compliant.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to rinks</p>	
<p>65. Regional Park</p>	<p>Cracked pavement by rink 6</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

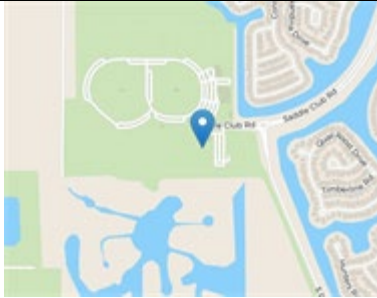

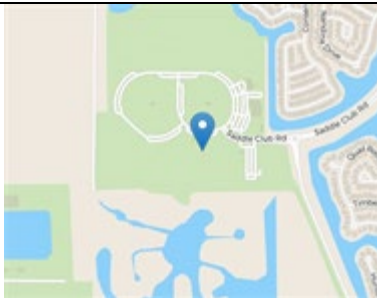



<p>66. Regional Park</p>	<p>Cracked sidewalk between rink 6 and 5</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>67. Regional Park</p>	<p>Bleachers are ADA applicant. There is an accessible space in the center of the bleachers that exceed 36" of space. It can be accessed from front.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>			
<p>68. Regional Park</p>	<p>Basketball court has more than one accessible route that connects both sides of the court.</p>			

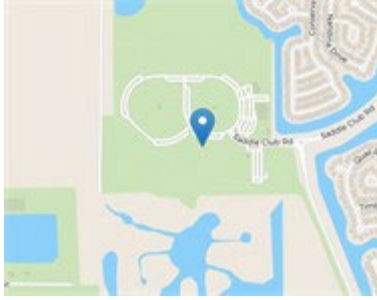

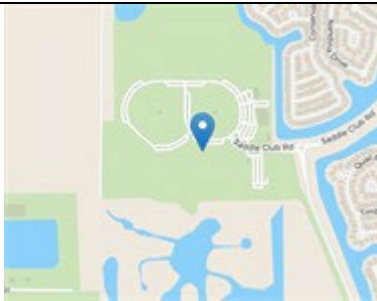





<p>69. Regional Park</p>	<p>There is no accessible route to activity that connects to both sides for the sand volleyball courts.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>70. Regional Park</p>				
<p>71. Regional Park</p>	<p>Not accessible seating in Volleyball court area. There is no 36" space for wheelchair seating, only space behind bleachers which do not give people in wheelchair clear sight of view.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of wheelchair seating space next to or in between benches.</p>	



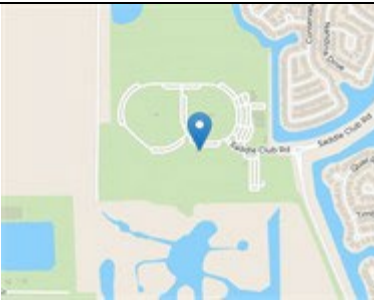

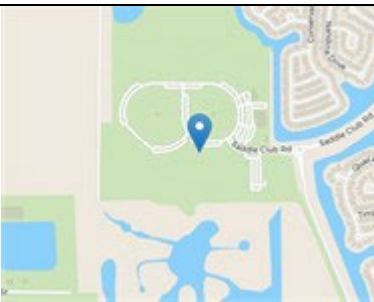

<p>72. Regional Park</p>	<p>trail walk crack</p> <p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>73. Regional Park</p>				

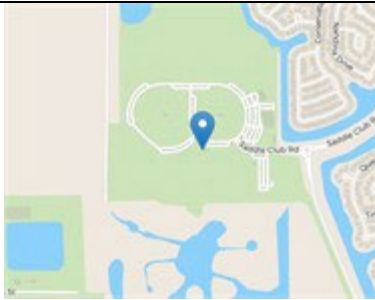

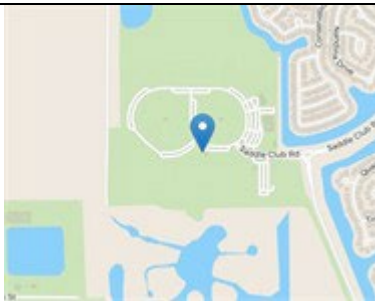

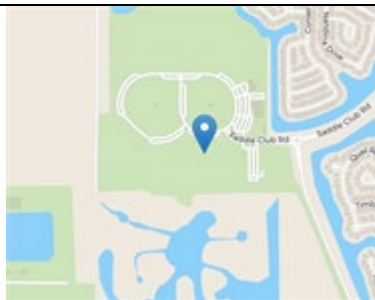
<p>74. Regional Park</p>	<p>pickleball field 5 entrance is non-compliant</p> <p>Pickleball court entrance is non-compliant. There is a height difference higher than 1/4"</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible entrance to rink.</p>	
<p>75. Regional Park</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p>			

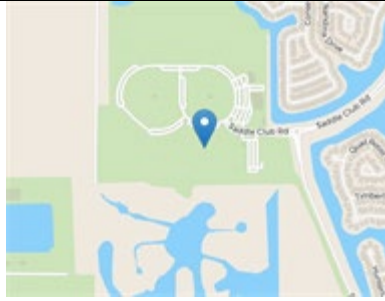

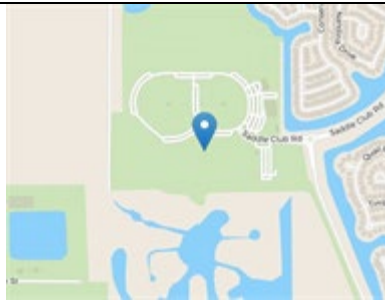

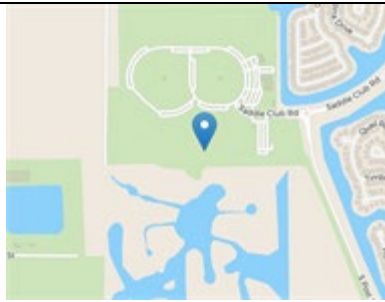
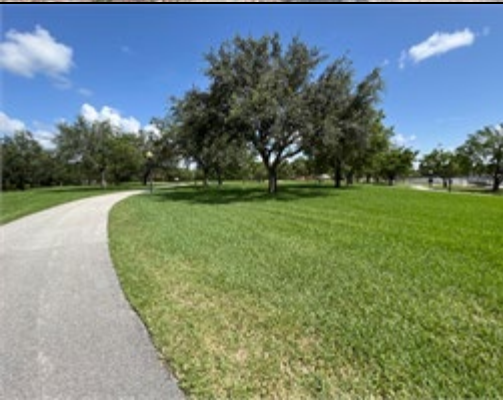


<p>76. Regional Park</p>	<p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	
<p>77. Regional Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>78. Regional Park</p>	<p>playground not compliant</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level play area as there are no ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Upcoming installation of at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement.</p>	

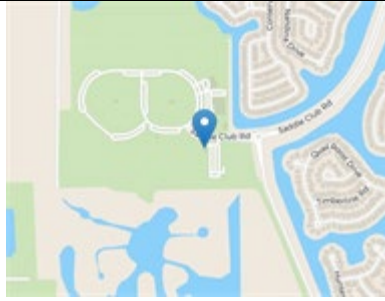

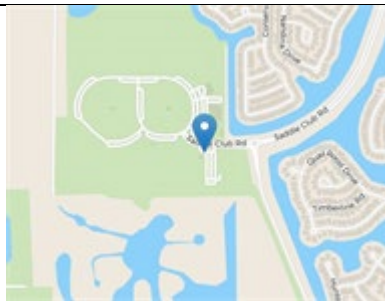



<p>79. Regional Park</p>	<p>Bench There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Seating will be adjusted to have at least 36" of seating space next to bench.</p>	
<p>80. Regional Park</p>	<p>Path does not have clear or smooth floor. It is not ADA accessible.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain and adjust path to become wheelchair accessible with correct flooring.</p>	
<p>81. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			



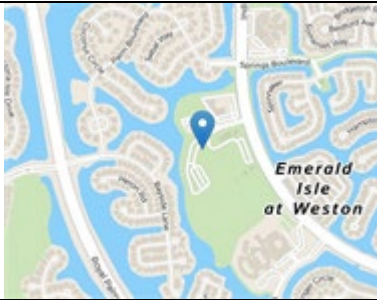

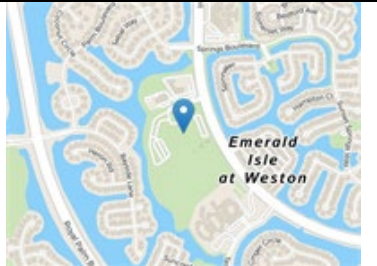

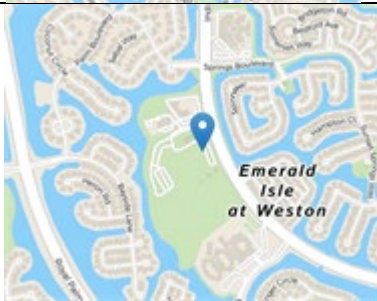

<p>82. Regional Park</p>	<p>Pavilion: Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. Less than 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>83. Regional Park</p>	<p>Restroom</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contrast from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>84. Regional Park</p>	<p>Sidewalk has a gap which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

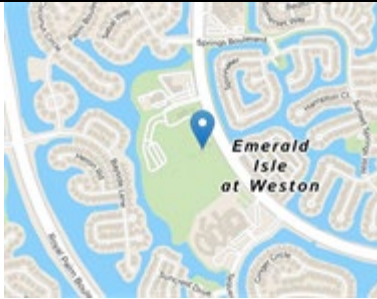

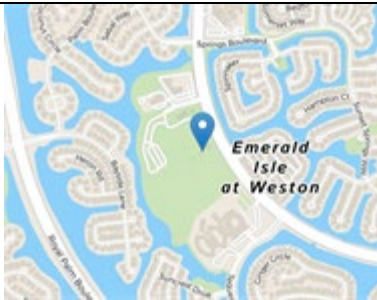



<p>85. Regional Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>86. Regional Park</p>	<p>Exercise station non accessible</p> <p>Exercise station does not provide an ADA accessible route.</p> <p>Per ADA Standard Accessible Routes Section 206</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Provide accessible route to fitness station</p>	
<p>87. Regional Park</p>	<p>Accessible route</p> <p>Per ADA Standard Accessible Routes Section 206</p>			








<p>88. Regional Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>89. Regional Park</p>	<p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text characters contract from background, text characters are raised, there is braille, sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p> <p>Per ADA Standard Water Closets and Toilet Compartments Section 604</p> <p>Per ADA Standard Lavatories and Sinks Section 606</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	



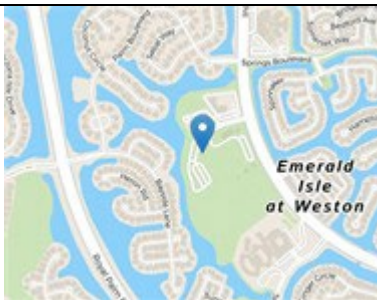





<p>1. Tequesta Trace Park</p>	<p>Handicap parking meets accessibility requirements where the spot reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>2. Tequesta Trace Park</p>	<p>There is no room for wheelchair seating near the bench that is at least 36 inches. No adjacent wheelchair spaces that can be entered from any location.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>3. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>4. Tequesta Trace Park</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			


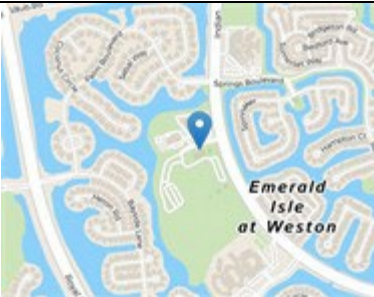



<p>5. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p> <p>Per ADA Standard Sign Section 703.4.1</p>	
<p>6. Tequesta Trace Park</p>	<p>Picnic bench area has a table with wheelchair space of about 3 feet and with accessible route. Companion seat is equivalent in size, quality, comfort, and amenities to seating in immediate area. Companion seat is located so the companion is shoulder-to-shoulder with person in wheelchair. Space can be entered from front side and back. 50% of the tables have accessible seating where the top of said table is no less than 28 inches and no more than 34 inches from the ground. There is clear floor space of at least 30 inches wide by 48 inches long with knee space of at least 27 inches high and 30 inches wide as well as at least 36 inches between both tables.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>7. Tequesta Trace Park</p>	<p>Pavilion is ADA accessible. Allows for enough room for someone in a wheelchair to full be able to turn around and sit in between tables with more than 36" of space.</p>			








<p>8. Tequesta Trace Park</p>	<p>Football bleachers have an accessible ramp entry and meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of seating area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>9. Tequesta Trace Park</p>	<p>Bleachers provide 36" of gaps in the front for wheelchair seating that gives wheelchair users a clear line of sight.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>10. Tequesta Trace Park</p>	<p>Playground does not have wheelchair accessible activities.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	

<p>11. Tequesta Trace Park</p>	<p>Playground</p> <p>There is an accessible entrance route to play area but no accessible ramps or routes to elevated play areas within the playground. Does not meet requirement of an accessible route to at least one of each type of ground level activities. Play area has overall sufficient space within the playground for wheelchair movement and access.</p> <p>Per ADA Standard Chapter 10: Play Area Section</p>		<p>Needs at least one type of ground level play with intent of accessible design that includes space within the playground for wheelchair movement</p>	
<p>12. Tequesta Trace Park</p>	<p>playground seating</p> <p>Playground seating does not have an accessible route from any way. There is no 36" space on any side of bench.</p> <p>Per ADA Standard Benches Section 903</p>		<p>Adjust area and allow for accessible route to seating area.</p>	
<p>13. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible entry of a clear route wider than 36".</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Provide an accessible entry to baseball field.</p>	



<p>14. Tequesta Trace Park</p>	<p>Baseball field does not have ADA accessible spacing within the bleachers, there is more than 36" of space in between both bleachers with clear view.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to have at least 36" of accessible seating space.</p>	
<p>15. Tequesta Trace Park</p>	<p>Skate Park bleachers meet 36" of space on both sides of benches.</p> <p>Per ADA Standard Benches Section 903 Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>			
<p>16. Tequesta Trace Park</p>	<p>baseball field restroom sign is worn down</p> <p>Sign in restroom that gives directions to accessible toilet rooms. There is an accessible route to restroom. Text is worn out, needs retouching. Sign is mounted on door where the sign sits at 58 inches above ground, not compliant to ADA standard of at least 48 and no more than 50 inches.</p> <p>Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	

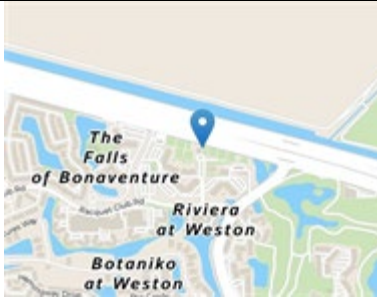

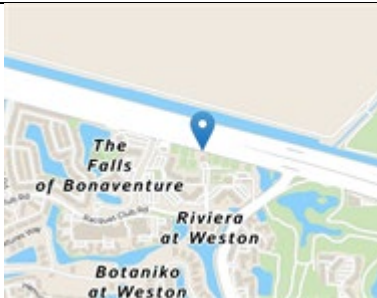

<p>17. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			
<p>18. Tequesta Trace Park</p>	<p>Restrooms The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space in order for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>19. Tequesta Trace Park</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front where the higher fountain stands at 40 inches and the lower at 34, meeting ADA requirement of no more than 48 inches and the spout at no more than 36. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			


<p>20. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>21. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>22. Tequesta Trace Park</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	

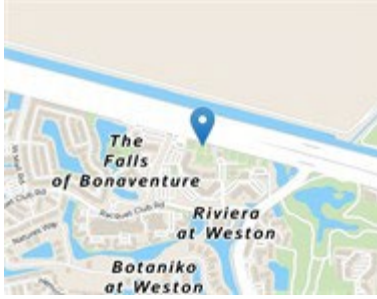

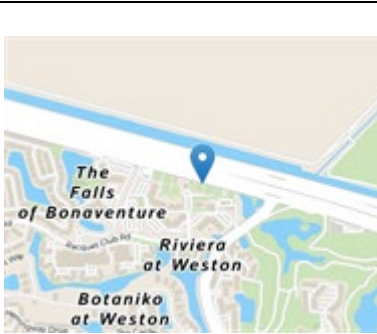

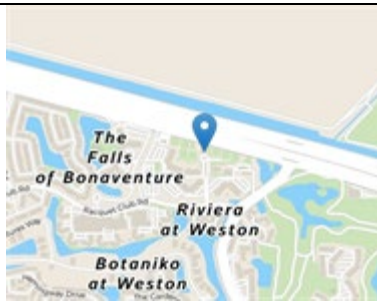
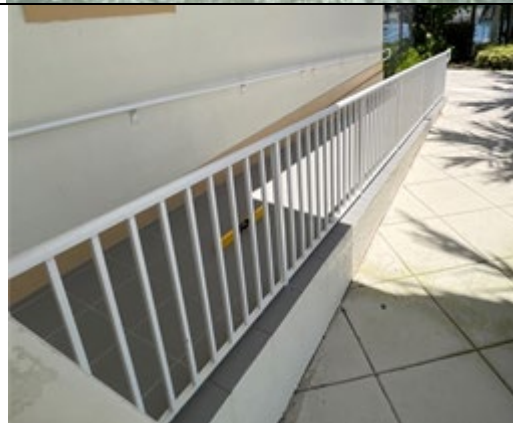


<p>23. Tequesta Trace Park</p>	<p>Elevation of 1.5" has a gap that can be a safety hazard and would need to be fixed to avoid issues or injuries.</p> <p>Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	
<p>24. Tequesta Trace Park</p>	<p>Ramp does not meet ADA requirements. Ramp is at a 9 slope.</p> <p>Per ADA Standard Ramp Section 405</p>		<p>Regrade to 1:12 slope.</p>	
<p>25. Tequesta Trace Park</p>	<p>Light pole in the middle of path does not allow for sufficient space under ADA guidelines. Not a minimum of 36".</p>		<p>Adjust sidewalk to have at least 36" of accessible space.</p>	



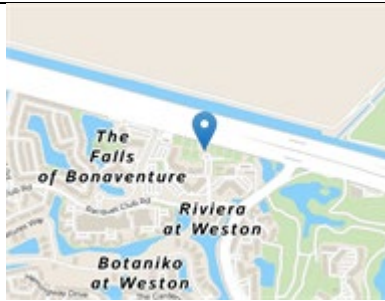

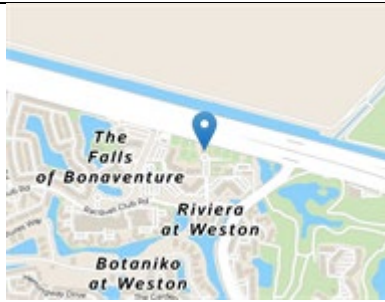



<p>1. Weston Racquet Club</p>	<p>Ramp meets ADA requirement of 1:12 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp</p> <p>Per ADA Standard Ramp Section 405</p>			
<p>2. Weston Racquet Club</p>	<p>Entrance allows accessible space of at least 36 inches in width where the sidewalk allows 18 inches of maneuvering clearance beyond the launch side and 60 inches clear depth.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

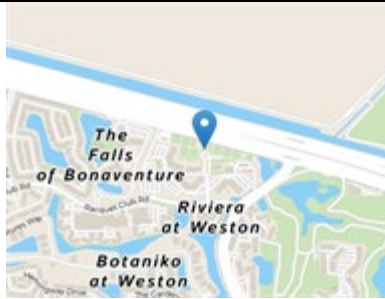

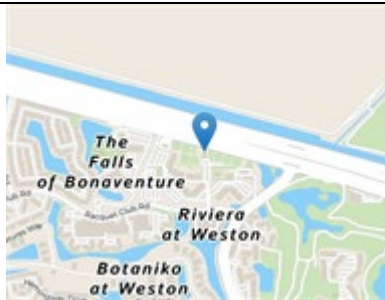

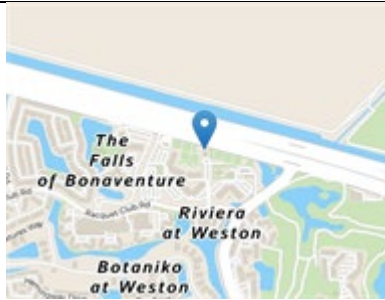

<p>3. Weston Racquet Club</p>	<p>Bleachers do not allow a minimum of 36" of space for handicap seating.</p> <p>Per ADA Standard Accessible Routes Section 206  Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802  Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating to include at least 36" of space in between or next to seating area.</p>	
<p>4. Weston Racquet Club</p>	<p>Seating has sufficient space in between each bench that exceeds 36" of space. There are accessible routes from front and sides and at least 48" deep.</p> <p>Per ADA Standard Benches Section 903</p>			
<p>5. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			

<p>6. Weston Racquet Club</p>	<p>Tennis court has more than one accessible route that connects both sides of the court.</p> <p>Per ADA Standard Accessible Routes Section 206</p>			
<p>7. Weston Racquet Club</p>	<p>Seating is not ADA compliant. There is a height difference that exceeds 1/4" in height change. Not enough space for wheelchair in seating area.</p> <p>Per ADA Standard Accessible Routes Section 206 Per ADA Standard Wheelchair Spaces, Companion Seats, and Designated Aisle Seats Section 802 Per ADA Standard Assembly Areas Section 221</p>		<p>Adjust seating area to have accessible route with ramp of 1:12 slope and enough space of at least 36".</p>	
<p>8. Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.6 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp. Handrail is on both sides and is at least 36" wide that is no less than 34" high.</p> <p>Per ADA Standard Ramp Section 405</p>			



<p>9. Weston Racquet Club</p>	<p>Handicap parking meets accessibility requirements where the sport reaches 10' wide and has a 5' aisle in between both spaces that adjoin to an accessible route. Both spots are marked to discourage parking and have 98" of vertical clearance.</p> <p>There are accessible spaces identified with a sign that includes the International Symbol of Accessibility. The sign does not read "van accessible" but are located on the closet accessible route to the entrance.</p> <p>Per ADA Standard Parking Spaces Section 502</p>			
<p>10. Weston Racquet Club</p>	<p>Entrance door does not have handicap button, does provide more than 36" of space for wheelchair access and entry.</p> <p>Per ADA Standard Doors, Doorways, and Gates Section 404</p>		<p>Include handicap button on entrance.</p>	
<p>11. Weston Racquet Club</p>	<p>Water fountain does have clear floor space of at least 48x30 inches at the front. The control can be operated with one hand without tight grasping.</p> <p>Per ADA Standard Drinking Fountains Section 602</p>			



<p>12. Weston Racquet Club</p>	<p>The restroom has a single handicap stall in which the sink has clear floor space for a forward approach of at least 30" wide and 48" long. It also meets the standard of no less than 17" and no more than 25" of clear floor space for person in wheelchair to get close enough to reach the faucet. Faucet can be operated without tight grasping, pinching, or twisting of wrist. There is both a grab bar behind the toilet and next to it. Centerline of the water closet of the toilet is no less than 16" and no more than 18" from the toilet. There is also clearance provided around the water closet measuring at least 60" from the side wall and at least 56" from rear wall. The dispenser allows for continuous paper flow. Per ADA Standard Water Closets and Toilet Compartments Section 604 Per ADA Standard Lavatories and Sinks Section 606 Per ADA Standard Sign Section 703.4.1</p>		<p>Adjust restroom signs to baseline of lowest character fits in between standard of at least 48 inches and no more than 60 inches from ground.</p>	
<p>13. -Weston Racquet Club</p>	<p>Playground ramp meets ADA requirement of 1:12 slope. Ramp is at 4.7 slope. This provides an accessible route to entrance of play area and creates accessible route within the play area that connects to the ground level. Entrance is wider than 36 inches. There are no objects on circulation path through this ramp.  Per ADA Standard Ramp Section 405</p>			
<p>14. Weston Racquet Club</p>	<p>Sidewalk has a crack which can be a tripping hazard and must be taken care of with repair to avoid any issues or injuries  Per ADA Standard Floor or Ground Surfaces Section 302</p>		<p>Maintain cracks and gaps to not exceed 1/4" of height difference in floor</p>	



## Appendix C. Population Studies Methodology by the Bureau of Economic and Business Research (BEBR)

Methodology for Constructing Estimates of Total Population for Counties and Subcounty Areas in Florida

Richard Doty, Suzanne Roulston-Doty, and Stefan Rayer

Bureau of Economic and Business Research

University of Florida

October, 2022

The Bureau of Economic and Business Research (BEBR) makes population estimates for every county and subcounty area in Florida, with subcounty areas defined as incorporated cities, towns, and villages, and the unincorporated balance of each county. County estimates are calculated as the sum of the subcounty estimates for each county, and the state estimate is calculated as the sum of the county estimates. The estimates refer solely to permanent residents of Florida; they do not include seasonal or other types of temporary residents.

The estimates are produced using the housing unit method, in which changes in population are based on changes in occupied housing units (or households). This is the most commonly used method for making local population estimates in the United States because it can utilize a wide variety of data sources, can be applied at any level of geography, and can produce estimates that are at least as accurate as those produced by any other method.

The foundation of the housing unit method is the fact

that almost everyone lives in some type of housing structure, whether a traditional single-family unit, an apartment, a mobile home, a college dormitory, or a state prison. The population of any geographic area can be calculated as the number of occupied housing units (households) times the average number of persons per household (PPH), plus the number of persons living in group quarters such as college dormitories, military barracks, nursing homes, and prisons:

$$P_t = (H_t \times PPH_t) + GQ_t$$

where  $P_t$  is the population at time  $t$ ,  $H_t$  is the number of occupied housing units at time  $t$ ,  $PPH_t$  is the average number of persons per household at time  $t$ , and  $GQ_t$  is the group quarters population at time  $t$ . Estimates of the number of people without permanent living quarters (e.g., the homeless population) are included in estimates of the group quarters population.

This is an identity, not an estimate. If these three components were known exactly, the total population would also be known. The problem, of course, is that these components are almost never known exactly. Rather, they must be estimated from various data sources, using one or more of several possible techniques. In this report, we describe the data and techniques that we used this year to develop population estimates for Florida's counties and subcounty areas for April 1, 2022.

### Households

Census definitions require a person to be counted as an inhabitant of his/her usual place of residence, which is generally construed to mean the place where she/he lives and sleeps most of the time. This place is not necessarily the same as one's legal or voting residence. A household is the person or group of people occupying a housing unit; by definition, the





number of occupied housing units is the same as the number of households. Households refer solely to permanent residents, and a housing unit is classified as vacant even when it is continuously occupied, if all the occupants are temporary residents staying only for a few days, weeks, or months.

BEBR uses three different data sources to estimate the number of households in Florida. Our primary data source is active residential electric customers. We collect these data from each of the state's 53 electric utility companies. Households can be estimated by constructing a ratio of households to active residential electric customers using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of active residential customers in some later year (e.g., 2022). This procedure assumes that no changes have occurred in electric company bookkeeping practices, in the vacancy rate of active residential electric customers, or in the proportion of those customers who are permanent residents. Although changes do occur, they are generally fairly small. In some places we adjust the household/electric customer ratio to account for changes in the vacancy rate or the proportion of housing units occupied by permanent residents.

We sometimes filter electric customer data to exclude minimum use customers. Minimum use customers are those using less than 200 kilowatt (kWh) hours per month. We believe these customers represent seasonal or other part-time residents or vacant units, and excluding them may give a more accurate measure of permanent residents. Because we estimate the change in population since the 2020 Census, excluding minimum use customers can capture changes in unit occupancy over that period. These data are not available for all areas of the state, but in places in which the data are available

and appear to be reliable, we often use them in conjunction with other data sources.

Our second data source is residential building permits, as collected and distributed by the U.S. Department of Commerce. The housing inventory in 2022 for a city or county that issues building permits can be estimated by adding permits issued since 2020 to the units counted in the 2020 census and subtracting units lost to destruction, demolition, or conversion to other uses. The time lag between the issuance of a permit and the completion of a unit is assumed to be three months for single-family units and fifteen months for multifamily units. Building permits are not issued for mobile homes, but proxies can be derived from records of shipments to mobile home dealers in Florida. Creating a housing inventory for an entire county requires complete permit data for every permitting agency within the county. Although such data are not always available, coverage is sufficient in most Florida cities and counties to provide useful information.

There are no readily available data sources providing comprehensive up-to-date information on occupancy rates that are as reliable as those produced by the latest decennial census. Accurate information can be obtained through special censuses or large sample surveys, but in most instances these methods are too expensive to be feasible. A common solution is to use the occupancy rates reported in the most recent decennial census. We base our occupancy estimates on these values, but we may make adjustments to account for factors reflecting changes in occupancy rates over time. For the 2022 estimates, we used occupancy rates from Census 2020. In some cases, slight changes in occupancy since 2020 were captured in places where we use electrical customer data and can exclude minimum use customers.





The product of the inventory figure and the occupancy rate provides an estimate of the number of households. There are several potential problems with this estimate. Time lags between the issuance of permits and the completion of units may vary from place to place and from year to year. The proportion of permits resulting in completed units is usually unknown. Data on demolitions and conversions are incomplete and data on mobile homes must be estimated indirectly. Reliable estimates of changes in occupancy rates are generally unavailable. Certificate-of-occupancy data, where available, can eliminate problems related to completion rates and time lags, but not those related to occupancy rates, demolitions, and conversions. Although these problems limit the usefulness of the data in some places, building permit data often provide reasonably accurate estimates of households.

Our third data source for estimates is the number of homestead exemptions by county reported by the Florida Department of Revenue. Households can be estimated by constructing a ratio of households to exemptions using data from the most recent census year (e.g., 2020) and multiplying that ratio times the number of exemptions in some later year (e.g., 2022). An important advantage of this data is that they cover only housing units occupied by permanent residents, thereby excluding the impact of seasonal and other non-permanent residents. The primary disadvantage is that the data do not include households occupied by renters or other non-homeowners, but those households often change at a similar rate to the households with homestead exemptions. Homestead exemption data is also available from each county's property appraiser at the property parcel level, which can be summarized by subcounty areas. We occasionally use these data to inform our decision making in places where our other primary data sources show significantly different results.

Electric customer, building permit, and homestead exemption data all provide useful information regarding changes in households. Previous research on BEBR population estimates has shown that household estimates based on electric customer data are on average more accurate than those based on building permit and other data. However, we use our professional judgment to decide which data source(s) to use in each specific county and subcounty area. In many instances, we use averages of estimates from more than one data source. We also sometimes use GIS-based property parcel data (along with year-built information and detailed land use codes from the Florida Department of Revenue) to evaluate which data source is best for a particular place.

### **Persons per Household**

The second component of the housing unit method is the average number of persons per household (PPH). Florida's PPH dropped steadily from 3.22 in 1950 to 2.46 in 1990 but then leveled off, remaining constant between 1990 and 2000. It rose to 2.48 in 2010 and slightly dropped to 2.47 in 2020. There is a substantial amount of variation among local areas in Florida, with values in 2020 ranging from 1.9 to 3.0 for counties and from less than 1.4 to more than 3.8 for subcounty areas. PPH values have risen over time in some cities and counties and declined in others. We note that the U.S. Census Bureau has not provided PPH for Census 2020 to date and may not provide it at all due to data privacy concerns. We were able to calculate 2020 PPH values from other Census 2020 data by dividing the population not in group quarters by the number of occupied housing units. If PPH is finally released by the Census Bureau, it may have very small differences with our calculated values due to the intentional error introduced by the Census Bureau's application of Differential Privacy, though mathematically they should be identical.







For each county and subcounty area, we base our PPH estimates on the local PPH value in the most recent census (e.g., 2020). In some instances, we estimate changes in PPH since that census based on local changes in the mix of single-family, multifamily, and mobile home units (our other source of information – trends in data from the American Community Survey – was not available in time to use for the 2022 estimates). Again, we use our professional judgment to decide which data sources and techniques to use in each county and subcounty area.

### **Group Quarters Population**

The household population is calculated as the product of households and PPH. To obtain an estimate of the total population, we must add an estimate of the group quarters population. In most places, we estimate the group quarters population by assuming that it accounts for the same proportion of total population in 2022 as it did in 2020. For example, if the group quarters population accounted for 2% of the total population in 2020, we assume that it accounted for 2% in 2022. In places where there are large group quarters facilities, we collect data directly from the administrators of those facilities and add those estimates to the other group quarters population. Inmates in state and federal institutions are accounted for separately in all local areas; these data are available from the Federal Bureau of Prisons, the Florida Department of Corrections, the Florida Department of Veteran Affairs, the Florida Agency for Persons with Disabilities, the Florida Department of Health, the Florida Department of Juvenile Justice, and the Florida Department of Children and Families. The total population estimate is made by adding the estimate of the group quarters population to the estimate of the household population.

### **Conclusion**

The population estimates produced by BEBR are calculated by multiplying the number of households by the average number of persons per household and adding the number of persons living in group quarters. This methodology is conceptually simple but effective. It utilizes data that are available for all local areas, its components respond rapidly to population movements, and it can be applied systematically and uniformly everywhere in the state. A comparison of population estimates with census results for 1980, 1990, 2000, 2010, and 2020 showed the BEBR estimates to be quite accurate, especially when compared to other sets of estimates. We believe the housing unit method is the most effective method for making city and county population estimates in Florida and that it produces reliable estimates that provide a solid foundation for budgeting, planning, and analysis.

### **Acknowledgement**

Funding for these estimates was provided by the Florida Legislature.





## Appendix D. Esri Market Potential index Methodology

2022 Market Potential  
Esri Methodology Statement, June 2022

By Esri data development

### Overview

Esri’s 2022 Market Potential data measures the likely demand for a product or service in an area, as well as expected consumer attitudes on topics such as spending, health, and the environment.

The database includes an estimate of the number of consumers and a Market Potential Index (MPI) for all items. The MPI compares the demand for a specific product or service in an area with the national demand for that product or service. The MPI values at the U.S. level are 100, representing overall demand. A value greater than 100 represents higher demand, and a value less than 100 represents lower demand. For example, an index value of 120 implies that demand in an area is likely to be 20 percent higher than the U.S. average; an index value of 85 implies a demand that is 15 percent lower.

### How Esri calculates market potential

Esri calculates market potential by combining 2022 Tapestry Segmentation data with the MRI Survey of the American Consumer, 2021 Doublebase from MRI-Simmons. Doublebase 2021 is an integration of information from four consumer surveys. Each survey respondent can be identified by Tapestry segment, so a rate of consumption by Tapestry segment can be determined for a product or service for any area.

The Expected Number of Consumers (households or adults) for a product or service in an area is computed

by applying the consumption rate for Tapestry market segment n to households or adults in the area belonging to Tapestry segment n, and summing across 67 Tapestry segments.

$$\sum_{n=1}^{67} (\text{Count}_n \times \text{Consumption Rate}_n)$$

The Local Consumption Rate for a product or service for an area is computed as the ratio of the expected number of consumers for a product or service in the area to the total households or adults in the area.

$$\frac{\text{Expected Number of Consumers}}{\text{Base Count}}$$

The Market Potential Index for a product or service for an area is the ratio of the local consumption rate for a product or service for the area to the U.S. consumption rate for the product or service, multiplied by 100.

$$\frac{\text{Local Consumption Rate}}{\text{U.S. Consumption Rate}} \times 100$$

Note that Market Potential product codes include an a or h following the first five digits to indicate a consumer base of adults or households, respectively.

### Market Potential update

Esri’s 2022 Market Potential database incorporates the next generation of Tapestry Segmentation with new and revised items from the Doublebase 2021 consumer surveys to provide a fresh outlook on local consumer preferences. The 2022 data includes more than 3,200 items collected from MRI-Simmons surveys, grouped into the following categories shown below:

- Automobiles and Automotive Products
- Baby Products, Toys and Games
- Civic Activities and Political Affiliation





- Clothing, Shoes and Accessories
- Electronics and Internet
- Financial and Insurance
- Grocery and Alcoholic Beverages
- Health and Personal Care
- Home Improvement, Garden and Lawn
- Household Goods, Furniture and Appliances
- Leisure Activities and Lifestyle
- Media – Magazines and Newspapers
- Media – Radio and Other Audio
- Media – TV Viewing
- Pets and Pet Products
- Phones and Yellow Pages
- Psychographics and Advertising
- Psychographics and Food
- Psychographics and Lifestyle
- Psychographics and Media
- Psychographics and Shopping
- Restaurants
- Shopping
- Sports
- Travel

- Further expansion of smart home product, TV viewing, and travel groups.

Survey consolidation following the merger between MRI and Simmons Research has resulted in more changes to this year's Market Potential data than what is typical for an update cycle. For example, men's and women's clothing expenditures are no longer broken out by big and low ticket items. The spending ranges for clothing and shoes are considerably different this year. Also, the reference time period has changed (for example, from 12 months to 6 months or from 6 months to 30 days) for the "have seen ad or product placement" and "ordered using website or app/ordered online" questions.

Due to the time period of the sampling for the Doublebase 2021 survey, the Esri 2022 Market Potential data includes changes in consumer demand and behavior attributable to COVID-19.

The Esri 2022 Market Potential update includes nearly 850 new items including the following:

- More than 600 new psychographic variables have been added to the database and assigned to the following thematic categories: Advertising, Shopping, Food, Lifestyle, and Media.
- Twenty new items related to social media followings.
- More than 70 new online shopping items covering both type of purchase and online retailer.
- New pet food and veterinarian care expenditure items.





## Appendix E. Schedule of Fees

### XV. PARKS AND RECREATION

#### ATHLETIC FACILITIES (EXCLUDING SANCTIONED LEAGUES)

A. Field/Court Rental (private individual, one time use)	
1. Per Field/Court without lights (per hour) .....	\$45.00
2. Per Field/Court with lights (per hour) .....	\$55.00
B. Field/Court Rental (educational institutions)	
1. Per Field/Court without lights (per hour) .....	\$25.00
2. Per Field/Court with lights (per hour) .....	\$30.00
C. Field/Court Rental (non-sanctioned leagues)	
1. Per Field/Court without lights (per hour) .....	\$75.00
2. Per Field/Court with lights (per hour) .....	\$100.00
D. Field Preparation Fee	
1. Baseball/Softball (per lining).....	\$40.00
2. Football (per lining).....	\$325.00
3. Soccer/Lacrosse (per lining).....	\$225.00
E. Picnic Shelter Rental Fee (per day) .....	\$75.00

#### ACTIVITY FEES

Weston Sports Alliance (per participant) .....	\$50.00
Weston Sports Alliance tournament registration fee .....	3% of the gross tournament registration fee limited to that portion of the tournament taking place in the City of Weston Parks

**\* Sales tax will be added where applicable.**





## WESTON COMMUNITY CENTER

### A. Room Rental Hourly Fees

1. Multipurpose Room (entire room) ..... \$150.00 per hour
2. Multipurpose Room (two-thirds of room) ..... \$100.00 per hour
3. Multipurpose Room (one-third of room)..... \$50.00 per hour

### B. Room Rental Reservation Deposit..... \$100.00

The room rental reservation deposit is refundable upon cancellation of the reservation by the City of Weston. The deposit is non-refundable if the user cancels the reservation within 48 hours of the scheduled event.

### C. Damage Deposit

1. Multipurpose Room (entire room) ..... \$300.00
2. Multipurpose Room (two-thirds of room) ..... \$200.00
3. Multipurpose Room (one-third of room)..... \$100.00
4. All or a portion of the damage deposit will be retained in the event the user damages Community Center property or fails to clean the area rented upon completion of the function. However, this shall not limit the City's right to recover the full value of any damage done that may exceed the deposit amount.

### D. Programs by Independent Contractors

1. Twenty-five percent (25%) of the class fee of each student is payable to the City for use of the room(s).

**\* Sales tax will be added where applicable.**





## Appendix F. Amended and Restated Sports Franchise Agreement

### CITY OF WESTON, FLORIDA RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the Weston Sports Alliance, Inc., (the "Alliance") wherein the Alliance acts as the coordinating body concerning the use of City fields and facilities for various sport leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007 approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the City and the Alliance with a termination date of March 31, 2022; and

WHEREAS, Tenth, the City and the Alliance desire to enter into an Amended and Restated Agreement, which shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the City for additional five year periods, upon ninety days written notice by the City prior to the expiration of the Amended and Restated Agreement and any extensions thereof; and



A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

WHEREAS, Eleventh, the City Commission finds it in the best interest of the City to approve the Amended and Restated Agreement with the Alliance.

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

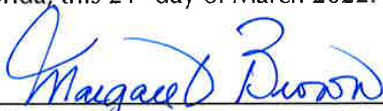
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Amended and Restated Sports Franchise Agreement between the City of Weston and the Weston Sports Alliance, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

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

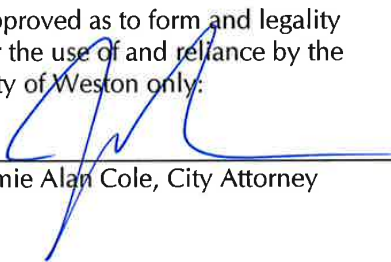
ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of March 2022.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING AN AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA, AND THE WESTON SPORTS ALLIANCE, INC.

**Exhibit "A"**

Amended and Restated Sports Franchise Agreement between  
the City of Weston, Florida, and the Weston Sports Alliance, Inc.

*(See Following 19 Pages)*



**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT****BETWEEN****THE CITY OF WESTON, FLORIDA****AND****WESTON SPORTS ALLIANCE, INC.**

THIS AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT (the "Agreement") is made and entered this 21<sup>st</sup> day of March, 2022, by and between the City of Weston, a municipal corporation of the State of Florida (the "CITY") and the Weston Sports Alliance, Inc., a Florida not for profit corporation (the "ALLIANCE").

**WITNESSETH:**

WHEREAS, First, Resolution No. 98-117 adopted on September 14, 1998, approved a Sports Franchise Agreement with the ALLIANCE, wherein the ALLIANCE acts as the coordinating body concerning the use of CITY fields and facilities for various sports leagues operating in the Weston area; and

WHEREAS, Second, paragraph 33 of the Agreement provides that the Agreement shall be for a three-year term, but allows for renewal of the Agreement for additional three year periods; and

WHEREAS, Third, Resolution No. 2001-149 adopted on August 20, 2001, approved a three-year extension of the Agreement; and

WHEREAS, Fourth, Resolution No. 2004-82 adopted on June 7, 2004, approved a three-year extension of the Agreement; and

WHEREAS, Fifth, Resolution No. 2007-123, adopted on October 15, 2007, approved a three-year extension of the Agreement; and

WHEREAS, Sixth, Resolution No. 2010-97, adopted on August 16, 2010, approved a three-year extension of the Agreement; and

WHEREAS, Seventh, Resolution No. 2013-85, adopted on August 19, 2013, approved an Amended and Restated Agreement for a period of three years, with a termination date of August 19, 2016, with the option to renew for additional three year periods upon thirty (30) days written notice by the City prior to the expiration of the Amended and Restated Agreement; and

WHEREAS, Eighth, Resolution No. 2016-95, adopted on August 15, 2016, approved an extension of the Amended and Restated Agreement for an additional ten months, to June 6, 2017, under the same terms of the Agreement; and





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

WHEREAS, Ninth, Resolution No. 2017-54, adopted on May 1, 2017, approved a new agreement between the CITY and the ALLIANCE with a termination date of March 31, 2022; and

WHEREAS, Tenth, the Agreement expires on March 31, 2022; and

WHEREAS, Eleventh, the CITY and the ALLIANCE desire to continue, extend and restate the prior agreement under the terms and conditions set forth herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**1. INCORPORATION OF RECITALS; EXTENSION AND RESTATEMENT OF ORIGINAL AGREEMENT; PURPOSE**

Each and every Whereas clause set forth above is a true and correct recital and representation and incorporated herein as if set forth in full. All terms and conditions set forth in the prior agreement are hereby deleted and replaced in their entirety by the terms hereof.

The purpose of this Agreement is to enable the ALLIANCE to act as the coordinating body concerning the use of the CITY’s athletic fields and facilities for various sports leagues authorized to operate under this Agreement in accordance with the terms and conditions stated herein.

**2. DEFINITIONS**

**Agreement** – Amended and Restated Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc.

**Alliance** – the Weston Sports Alliance, Inc., a Florida not for profit organization

**City** – the City of Weston, Florida

**City Manager** – the City Manager of the City or his/her designee

**Facility** – the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to this Agreement

**Member** – an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to this Agreement

**Participant** – An individual who participates in an activity sponsored by one of the Members for that season



## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 3. TERM

The term of this Agreement shall commence upon the last date of execution, shall supersede any prior agreement in effect at the time of the last date of execution, and shall continue until March 31, 2027, unless terminated sooner by either party or renewed by the CITY as provided for herein.

CITY shall determine if it is in its best interest to renew this Agreement for additional five- year periods.

CITY shall give written notice of its desire to renew ninety days prior to the expiration of this Agreement and any extensions thereof, and if no such notice is given this Agreement shall terminate at its expiration date.

### 4. TERMINATION

This Agreement may be terminated without cause by either party upon ninety (90) days' written notice to the other party. CITY may terminate for cause upon seven (7) days' notice; however, prior to termination for any breach of the Amended and Restated Agreement, the CITY shall allow ALLIANCE seven (7) days within which to cure said cause. In either event, upon effective date of termination, ALLIANCE shall be deemed terminated and ALLIANCE shall immediately quit and surrender the premises.

### 5. COMPOSITION

**5.1. Members.** At the time of this Agreement's execution, ALLIANCE shall be comprised of the Members set forth in Exhibit "A" made a part hereof and attached hereto. Those Members listed in Exhibit "A" and as may be amended as provided herein shall have an exclusive right to administer their sport(s) in a manner consistent at the time of execution of this Agreement. All members shall have full voting rights as an ALLIANCE board member

**5.2. New Members.** New organizations seeking to introduce a new sport/category/gender may join ALLIANCE subject to approval of the ALLIANCE and the City Manager by administrative amendment to Exhibit "A" of this Agreement. Should any dispute arise between ALLIANCE and CITY concerning membership in ALLIANCE as it relates to the use of CITY'S Facilities, the City Manager shall have the sole decision-making authority.

**5.3. Compliance.** ALLIANCE shall ensure that each Member and/or its respective state or national affiliations, where applicable, shall be in compliance with all of the provisions of this Agreement.

**5.4. Not for Profit Status.** ALLIANCE shall ensure that Members shall be not for profit corporations duly registered with the State of Florida, and shall provide the City Manager with documentation of its non-profit status including, but not limited to, its articles of incorporation and a





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

501c3 Certificate of Exemption upon execution of this Amended and Restated Agreement and within thirty (30) days of each subsequent anniversary.

**5.5. Member Revocation.** The City Manager retains the right to revoke the participation of any Member upon thirty (30) days' written notice to ALLIANCE and the Member(s) in violation. ALLIANCE shall have the option to cure said defect or violation within the thirty-day period. If the defect or violation is not cured, the Member in violation of this Agreement shall be excluded from the franchise and said Member's facility permits shall be revoked. The revocation of one Member's participation in ALLIANCE shall not affect this Agreement or the remaining Members.

**5.6. Member Replacement.** The City Manager retains the right to replace the participation of any Member, if in the City Manager's sole and exclusive discretion the City Manager finds that a Member is failing to perform in meeting the needs of the Participants and/or the Member's participation is no longer in the CITY's best interest.

**6. FACILITY OWNERSHIP**

It is expressly understood and agreed the real and/or improved properties provided for use by the ALLIANCE herein are owned by the CITY and that no real or personal property is leased or rented to ALLIANCE or Members.

**7. FACILITY USE**

The ALLIANCE'S use of the CITY's Facilities shall be limited to the use for which they are constructed, intended, and permitted; the ALLIANCE has no rights to use, lease or rent the CITY's Facilities to others for any purpose whatsoever. The ALLIANCE and/or Members shall not conduct personal business in or on the CITY's Facilities and shall not occupy the CITY's Facilities for personal purposes.

**8. FACILITY MAINTENANCE**

**8.1. CITY Maintenance.** The CITY shall provide the Facilities upon which the athletic events provided for herein can be conducted. The Facilities shall be maintained in accordance with the CITY's contracts for such maintenance.

**8.2. ALLIANCE Maintenance.** Maintenance beyond what is normally required for regular activity shall be the responsibility of ALLIANCE and/or Members and shall only be initiated after receiving approval from the City Manager.

**8.3. ALLIANCE Inspection.** ALLIANCE and Members shall be responsible for inspecting the condition of Facilities and equipment prior to their use. Any potentially unsafe conditions shall be immediately reported to the City Manager. All storage areas shall be kept in a clean and organized manner and shall be free of any unnecessary items.





## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

**8.4. Personal Property.** ALLIANCE and Members understand and agree that CITY shall not be responsible in any manner for any personal property of ALLIANCE or Members that is left in or on CITY Facilities and ALLIANCE and its member organizations shall bear all risks of loss. CITY further reserves the right to remove from its Facilities and dispose of any property owned by ALLIANCE or Members that the City Manager deems unsafe.

### 9. FACILITY AVAILABILITY

**9.1. Limited Exclusive Use.** The ALLIANCE shall have the exclusive use of the Facilities for their respective league practices and games. The use of such fields and Facilities by ALLIANCE shall not, however, be to the exclusion of other users the CITY deems beneficial to the residents.

**9.2. Participant Capacity.** Prior to any league registration period, ALLIANCE and City Manager shall mutually agree upon the number of participants that the available franchise can reasonably accommodate. In the event the two parties cannot agree, the City Manager, in his or her sole discretion, shall set and regulate the number of participants.

**9.3. Scheduling.** The City Manager shall schedule field time for ALLIANCE and Members at the appropriate Facilities, at times that are both mutually agreed upon and available. All schedules shall be submitted to the City Manager for approval. If the two parties cannot agree, the City Manager shall, in his or her sole discretion, set and regulate the schedule.

**9.4. Facility Use Permit.** The City Manager shall issue a Facility Use Permit(s) to ALLIANCE and/or its Members upon receipt of final practice and/or game schedules. Said schedules shall indicate the sport activity, day, date, time, and location of scheduled activities and may not be modified except with written approval of the City Manager.

**9.5. Cancellations.** The City Manager, in his or her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, or unforeseen emergencies including, but not limited to, maintenance of the Facility, or for any reason that is in the best interest of CITY.

**9.6. ALLIANCE Liaison.** ALLIANCE shall designate one individual to serve as liaison with the City Manager. All Members shall first submit their request for the use of CITY Facilities to the liaison for resolving any conflicts among Members.

### 10. FACILITY ALLOCATION

The ALLIANCE shall assign a minimum Facility allocation for all Members based upon the number of Participants of each Member organization in proportion to the type of facility available. Priority of allocation shall first be given to all recreational programs to accommodate their needs. Facilities shall be first used for the design and use intended; once the minimum allocation has been met then the remaining availability shall be allocated by the ALLIANCE. The use of any excess allocation due





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

to any Member not using its minimum allocation shall be allocated by the ALLIANCE. Members soliciting/submitting false Participant registrations for the purpose of gaining facility allocation shall be considered in violation of this Agreement.

**11. ALLIANCE RESPONSIBILITIES**

**11.1. Costs of Operations.** ALLIANCE shall ensure that Members are responsible for the entire cost and operation of each of its leagues including the registration and selection of all players, coaches, managers, officials, and volunteers required for the operation of its league(s). It is understood between the parties that the relationship between CITY and ALLIANCE is for allowing ALLIANCE to coordinate the numerous sports leagues.

**11.2. Registrations.** ALLIANCE shall ensure that Members are responsible for securing appropriate facility(ies) for conducting league registration(s). Such facilities shall have open access for the public and shall be accessible by the public in conformance with all applicable laws including, but not limited to, the Americans with Disabilities Act.

**11.3. Sports Participation Fee.** ALLIANCE shall ensure that Members pay to the CITY a fee to be set by resolution of the City Commission for every registration fee for each participant in every sport sponsored by the ALLIANCE and/or any of its Members to the CITY to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE and/or its Members. The ALLIANCE shall ensure that Members remit this activity fee regardless of whether the registrant is granted or awarded a reduced fee, scholarship, gratis registration or whether the registrant ceases participation in the sport. The amount shall be remitted within fifteen (15) days from the end of each month. ALLIANCE shall ensure that Members are additionally responsible for supplementing the list of registrants upon any change in the registration lists. ALLIANCE shall ensure that Members provide certification to CITY no later than thirty (30) days after the start of any sport season that the list of registrants provided by Members is true and accurate.

**11.4. Tournament Fee.** ALLIANCE shall ensure that Members pay to the CITY a tournament fee to be set by resolution of the City Commission for each tournament in every sport sponsored by the ALLIANCE and/or Members to help offset the costs of maintaining the CITY's Facilities for use by the ALLIANCE, Members, and visitors.

**11.5. Background Checks.** ALLIANCE shall ensure that Members conduct background checks on coaches, managers, officials, and volunteers as required by local, county, state or Federal regulation or law, and the governing affiliate organization where applicable, and shall maintain records of same which shall be available for inspection by the CITY.

**11.6. Supervision.** ALLIANCE shall ensure that Members manage, control and supervise all players, coaches, managers, officials, and volunteers required for the operation of its league(s).

**11.7. Training.** ALLIANCE shall ensure that Members shall, to the extent possible, require all coaches of youth sports to complete a coach's training course, and shall maintain records of same



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

which shall be available for inspection by the City Manager. Said training may be through ALLIANCE'S state or national affiliations with its respective members or another state or nationally recognized coach's training program.

**11.8. Laws & Regulations.** ALLIANCE agrees and shall ensure Members agree: to abide by all applicable statutes, ordinances, and other rules and regulations promulgated for the benefit and protection of the residents and users of CITY Facilities and shall be responsible for the payment of all applicable sales or use taxes.

**11.9. Special Event Permits Required.** ALLIANCE shall ensure Members apply for a Special Events permit as provided for in the City Code for all events other than regular league practices and/or games as previously established herein.

**11.10. Litter & Trash.** ALLIANCE shall ensure Members properly dispose of all litter and trash generated through its use of CITY facilities upon the conclusion of scheduled activities each day.

**11.11. Participant & Advertisement Fees.** All fees paid by Participants and advertisers to the ALLIANCE and/or Members shall be used solely for the purpose of supporting the activities of that team/league/sport and shall not in any way inure to the personal gain or benefit of the Member individuals, their families or their business.

## **12. PROHIBITIONS**

**12.1. No Agent or Employee.** ALLIANCE shall have no authority and shall ensure that Members have no authority to employ any person as an employee or agent on behalf of the CITY for any purpose. Neither ALLIANCE nor any person engaging in any work, with or without compensation, relating to the rights and obligations of ALLIANCE as set forth herein at the request of or with the consent (whether actual or implied) of ALLIANCE shall be deemed an employee or agent of CITY, nor shall any such person represent himself to others as an employee or agent of CITY. Should any person indicate to ALLIANCE or an employee, agent or representative of ALLIANCE, that the person believes ALLIANCE or an employee, agent or representative of ALLIANCE to be an employee or agent of CITY, ALLIANCE shall correct or cause its employee, agent or representative to correct that belief.

**12.2. No Food or Beverage Sales.** ALLIANCE shall not and shall ensure that Members shall not engage in any concession or sale of food or beverages on CITY property except with written permission or upon entering into a Concession Agreement with City Manager.

**12.3. No Construction.** ALLIANCE shall not and shall ensure that Members shall not construct, or cause to be constructed, any building, structure, or improvement of any kind, whether permanent or temporary, at or upon CITY property without the prior written approval of the City Manager. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**12.4. No Assignment.** ALLIANCE shall not assign its rights and obligations under this Amended and Restated Agreement to any person or entity without the written permission of CITY.

**12.5. CITY Address.** ALLIANCE shall not, and shall ensure that Members shall not, use the address(s) of the CITY for their address for any documents, mail, or other communications.

**13. DOCUMENTS**

ALLIANCE shall, and shall ensure that, Members each provide and keep current the following documents in printed or electronic format to the CITY:

- A. Articles of Incorporation;
- B. By-laws, rules, and regulations of the ALLIANCE and Members;
- C. By-laws, rules, and regulations of the affiliate league;
- D. Board of Directors/Officers names, addresses, day and evening phone numbers, and email addresses; and
- E. State of Florida Annual Report

**14. FINANCIAL REPORTING**

The ALLIANCE shall ensure that Members, within ninety (90) days after the close of each Fiscal Year (or such lesser period as may be required by Florida law) so long as this Agreement is in force, file with the City Manager, solely as a repository of such information, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an Accountant’s Certificate from a Florida licensed Certified Public Accountant, including: (i) a compiled financial statement in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year; and (ii) statements of all receipts and disbursements of the Sports Participation Fee paid to the ALLIANCE under the terms of this Agreement.

**15. MEETINGS**

The ALLIANCE shall ensure that each Member shall have at least one meeting annually that shall be noticed and open to all Participants and to the officers of the ALLIANCE.

All meetings of the ALLIANCE shall be noticed to all Member officers and at least one meeting annually shall be noticed and open to all Member officers and all Participants.







## AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

### 16. ELECTIONS

Meetings for the election of officers of Members shall be conducted in accordance with the terms of the by-laws of each Member, and may be observed by the City Manager for compliance with the Member's by-laws.

Meetings for the election of officers of the ALLIANCE shall be noticed to all Members and conducted in accordance with the by-laws of the ALLIANCE, and may be observed by the City Manager for compliance with the ALLIANCE'S by-laws.

### 17. MEMBER LEAGUE AFFILIATION

Members may retain their state and/or national league affiliation at the time of execution of this Agreement, however, if a Member wishes to change that state and/or national league affiliation, such change shall first require the approval of the ALLIANCE and the City Manager and then require an affirmative vote of a majority of the Member's Participants.

### 18. ADVERTISING

**18.1. Permitted.** Advertisements are permitted on City facilities. The City Manager has the right to approve or reject any advertisement, and to remove any advertisement that in his/her sole discretion does not meet the criteria set forth herein. Approved advertisements shall bear an approval insignia issued by the City Manager and shall bear an expiration date.

**18.2. Limitation.** Advertisements shall be limited to those individuals and/or entities that are sponsors of a league and/or team.

**18.3. Location.** Location of advertisements shall be limited to the field/court/arena where that team/league conducts its activities.

**18.4. Content.** Advertisements shall be limited to the names of those individuals/groups/entities that sponsor teams and/or leagues. Expressly prohibited are advertisements directly or indirectly promoting or identifying advertising of pharmaceuticals, over-the-counter medications, adult products, cigarettes, alcohol, tobacco, vaping, adult uses, or material of a religious or political nature on CITY properties. The City Manager has the right to reject any advertisement that he/she deems unsuitable, in his/her sole discretion.

**18.5. Term.** Advertisements shall be limited to the length of the season of that league and/or team.

**18.6. Revenues.** The ALLIANCE and Members shall disclose all advertising revenues in the financial reporting required herein.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**18.7. Materials.** Advertisements shall be printed on 13 oz. vinyl scrim or mesh, hemmed on all sides, with grommets 24" on center on all sides for secure fastening, and one air vent for every 16 square feet. Zip ties only shall be used for fastening. No other materials or electrified or otherwise energized advertisements shall be permitted.

**18.8. Sizes.** Sizes of advertisements shall be limited to (height x width) 4 feet x 6 feet; 4 feet x 12 feet; and 4 feet x 20 feet.

**18.9. Placement.** Advertisements may be placed no higher than four feet above grade on chain link fence, or on the rink boards not to exceed the height of the board. Advertisements shall not be placed on baseball/softball field backstops or in front of dugouts.

**18.10. Maintenance.** The ALLIANCE shall be responsible for the maintenance of all advertisements in a secure and safe manner and shall take immediate action to repair or replace damaged or defaced advertisements.

**18.11. Removal.** The City Manager reserves the right to remove any and all advertisements in the event of a storm, or if damaged or deteriorated, and shall not be obligated to replace those removed.

**18.12. Prohibition.** No other advertising or publicity shall be posted or announced in or on CITY properties by ALLIANCE or Members except as provided for above or with written permission of the City Manager.

**18.13. ALLIANCE.** Notwithstanding the provisions of this Section, the ALLIANCE shall agree amongst its Members the location, time, and duration that each member is allocated for advertising. In the event the ALLIANCE cannot agree; the City Manager shall make such determinations.

**19. INSURANCE**

ALLIANCE shall require each Member to submit to ALLIANCE, with a copy to the CITY, a certificate of insurance evidencing the following insurance coverage prior to utilizing any City Facility.

Members shall maintain insurance in accordance with the provisions as set forth below:

Comprehensive General Liability including personal injury, property damage, contractual liability (applicable to the indemnity provisions of this Amended and Restated Agreement), with the following minimum limits and no deductible with respect to coverage to (or the benefit of) CITY:

Bodily Injury (each occurrence)	\$1,000,000.00
Property Damage (each occurrence)	\$1,000,000.00
Aggregate:	\$3,000,000.00

Worker's Compensation including Employer's liability in statutory amounts, as applicable.



## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

Property damage or loss for full insurable value of ALLIANCE'S (and its agents', contractors) property and equipment to be brought or located on CITY property.

The Members shall name the CITY and ALLIANCE and their respective officers, agents, servants and employees as additional insureds on the Comprehensive General Liability Policy. This insurance policy shall state, after the above referenced additional named insured that, "This coverage is primary to all other coverage the additional insureds may have."

At least ten (10) days prior to the commencement of ALLIANCE and Members initiating any activity or other function as authorized by this Agreement, ALLIANCE shall furnish CITY with a certificate of insurance, which indicates that the required coverage is in effect during the term of this Agreement and with the limits stated herein. All insurance coverage required by this Agreement must: (1) provide that no material change, cancellation or termination shall be effective until at least thirty (30) days after receipt of written notice thereof has been received by CITY and (2) provide that such insurance shall not be invalidated by any act, omission or negligence of CITY.

ALLIANCE and Members shall obtain CITY'S approval prior to ALLIANCE or any of its members engaging the services of any person or corporation to make improvements (other than lining or preparing the field prior to play) on any CITY property. The same insurance requirements as set forth above shall apply to any person or corporation making any such improvements.

### **20. FORMAL AGREEMENT WITH MEMBERS**

ALLIANCE and Members shall enter into a written agreement setting forth their obligations. ALLIANCE shall submit copies of such executed agreements to the CITY within sixty (60) days of execution of this Agreement.

### **21. INDEMNIFICATION**

ALLIANCE does hereby release and agree to indemnify, defend and save harmless CITY, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of CITY'S Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of ALLIANCE or Members.

ALLIANCE voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of operation or use of CITY'S Facilities by ALLIANCE or any of its Members. ALLIANCE waives any claim against the CITY arising out of the operation or use of CITY'S Facilities by ALLIANCE or any of its Members, including any claim for negligence and does covenant not to





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

sue CITY related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

ALLIANCE shall require each of its Members to submit an executed Release/Hold Harmless/Indemnification Agreement, attached as Exhibit "B", prior to utilizing any City Facility.

**22. PUBLIC RECORDS**

ALLIANCE shall comply with the public records law as follows:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- B. Upon request by CITY'S records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of ALLIANCE shall be delivered by ALLIANCE to CITY, at no cost to CITY, within seven days. All records stored electronically by ALLIANCE shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, ALLIANCE shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. ALLIANCE'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF ALLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALLIANCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**





## **AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

### **23. GENERAL CONDITIONS**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, understanding and agreements between the parties and may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

Nothing in this Agreement shall be deemed to supersede the terms and/or conditions of any and all agreements negotiated or entered into between CITY and Broward County relative to parks and recreation prior to the execution of this Agreement.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **24. AMENDMENTS**

Changes to this Agreement shall be by amendment only, in writing, and executed by both parties.

### **25. NOTICE**

Whenever either party to this Agreement desires to give notice to the other, it must be given by written notice, sent by certified United States Mail, with return receipt requested, hand-delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving of notice, to wit:





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

As to CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

and to

Jamie A. Cole, City Attorney  
Weiss Serota Helfman Cole Bierman, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

As to ALLIANCE:

Michael Freedland, President  
Weston Sports Alliance, Inc.  
1112 Weston Road, #225  
Weston, FL 33326

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**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of March, 2022; and Weston Sports Alliance, Inc., authorized to execute same, through its authorized representative.

**CITY OF WESTON, through its City Commission**

By: Margaret Brown  
Margaret Brown, Mayor  
21<sup>st</sup> day of March, 2022

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager/CEO  
21<sup>st</sup> day of March, 2022

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

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney  
21<sup>st</sup> day of March, 2022

**CITY SEAL**





AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.

WESTON SPORTS ALLIANCE, INC.

By: \_\_\_\_\_  
Michael Freedland, President

19 day of March, 2022

WITNESSES:

Print Name

Print Name

CORPORATE SEAL





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "A"**

**MEMBERS/SPORTS**

- A. Soccer
  - Travel – Weston FC, Inc.-AYSO Select
  - Recreation– American Youth Soccer Organization- Region 644
- B. Baseball
  - Travel – Weston Travel Ball
  - Recreation – Weston Athletic League (Spring), Weston YMCA (Fall)
- C. Softball
  - Travel – Weston Explosion
  - Recreation – Weston Explosion
- D. Football
  - Travel – Weston Warriors Sports, Inc.
  - Recreation– Weston Warriors Sports, Inc.
- E. Flag Football
  - Recreation – Weston YMCA
- F. Lacrosse
  - Travel– Weston Warrior Lacrosse Club, Inc.
  - Recreation – Weston Warrior Lacrosse Club, Inc.
- G. Rugby
  - Travel– Okapi Wanderers Rugby Football Club, Inc.
  - Recreation – Okapi Wanderers Rugby Football Club, Inc.
- H. Basketball
  - Travel – Weston YMCA
  - Recreation– Weston YMCA
- I. FUTSOC
  - Recreation- FFF Academy, Inc.
- J. Field Hockey
  - Recreation- Weston Field Hockey Club, Inc.





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**EXHIBIT "B"**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

\_\_\_\_\_ as \_\_\_\_\_ (title) of \_\_\_\_\_ (organization) (hereinafter referred to as ("Member")) agrees to the following terms and conditions:

1. The following terms/definitions are utilized in this Release/Hold Harmless/Indemnification Agreement ("Release"):
  - a) Alliance - the Weston Sports Alliance, Inc., a Florida not for profit organization
  - b) City - the City of Weston, Florida
  - c) Facility - the properties of the City to include but not limited to athletic fields, structures, parking lots that are utilized by the Alliance and members pursuant to the Sports Franchise Agreement between the City of Weston, Florida and Weston Sports Alliance, Inc. ("Agreement")
  - d) Member - an organization that is a full voting member of the Alliance and permitted to utilize City Facilities pursuant to the Agreement
  - e) Participant - an individual who participates in an activity sponsored by one of the Members for that season.
2. Member does hereby release and agree to indemnify, defend and save harmless City, its officers, agents, servants and employees from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation or use of City's Facilities, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises, caused by the negligent act, willful misconduct or omission of Member or its Participants.
3. Member voluntarily assumes the risk of any loss, injury, or damage to person or property, which in any way arises out of Member's operation or use of City's Facilities. Member waives any claim against the City arising out of Member's operation or use of City's Facilities, including any claim for negligence and does covenant not to sue City related to such use. This hold harmless and indemnification shall continue notwithstanding any negligence or comparative negligence on the part of the CITY.

**[THIS IS A TWO-SIDED DOCUMENT, ORIGINAL VALID ONLY WHEN FULLY EXECUTED ON REVERSE SIDE, NO ONE-SIDED ORIGINALS ACCEPTED]**





**AMENDED AND RESTATED SPORTS FRANCHISE AGREEMENT BETWEEN THE CITY OF WESTON, FLORIDA AND WESTON SPORTS ALLIANCE, INC.**

**CITY OF WESTON, FLORIDA  
RELEASE/HOLD HARMLESS/INDEMNIFICATION FOR MEMBER  
OF THE WESTON SPORTS ALLIANCE**

4. Member agrees that this Release/Hold Harmless/Indemnification shall be binding on his/her heirs, successors and assigns. Any provision in this Release/Hold Harmless/Indemnification that is prohibited or unenforceable under Florida or Federal Law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

**I, being the Member, hereby acknowledge and agree that I have the authority to execute this Release and acknowledge and agree to the statements above and have fully read, understood, and agree to each and every term contained in this Release/Hold Harmless/Indemnification.**

\_\_\_\_\_  
*Member's Signature*

\_\_\_\_\_  
*Member's Printed Name*

\_\_\_\_\_  
*Member's Street Address, City, State, Zip Code, and Phone Number*

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_  
*(Name of person acknowledging)* *(Title)*  
for \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or  
has produced Identification \_\_\_\_\_,  
type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINT, TYPE/STAMP NAME OF NOTARY





## Appendix G. Tennis Center Operator Agreement



CITY OF WESTON

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### TENNIS CENTER OPERATOR AGREEMENT

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City of Weston RFP No. 2015-14





CITY OF WESTON, FLORIDA

RFP No. 2015-14

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TENNIS CENTER OPERATOR

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SECTION 5 STANDARDS OF INSURANCE

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**AGREEMENT  
 BETWEEN  
 CITY OF WESTON, FLORIDA  
 AND  
 CLIFF DRYSDALE MANAGEMENT, INC.  
 FOR  
 TENNIS CENTER OPERATOR SERVICES  
 RFP NO. 2015-14**

This Agreement is made and entered into the 4<sup>th</sup> day of July, 2016 between City of Weston, a Florida municipal corporation ("CITY"), and Cliff Drysdale Management, Inc. ("OPERATOR") for Tennis Center Operator Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include City Manager's designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Compensation/Fee Schedule
- Exhibit C: Contractor's Equipment List
- Exhibit D: Performance and Payment Bond

WITNESSETH:

WHEREAS, First, CITY solicited proposals from firms to perform Tennis Center Operator Services at the municipally owned Weston Tennis Center; and

WHEREAS, Second, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to City Manager; and

WHEREAS, City Commission has selected OPERATOR to perform Tennis Center Operator Services; and

WHEREAS, on March 7, 2016, CITY adopted Resolution No. 2016-23, which accepted and ratified the ranking of firms for Tennis Center Operator Services and authorized the appropriate City official to negotiate an Agreement with the number one ranked firm, Cliff Drysdale Management, Inc.; and



WHEREAS, CITY and OPERATOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:





## SECTION 1 – SCOPE OF WORK

### 1.1 Intent

The Scope of Work generally consists of: providing all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to manage and operate CITY'S tennis facility and tennis programs.

### 1.2 Level of Service

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Agreement.

OPERATOR shall be responsible for all aspects of tennis center management, including but not limited to opening and closing the center per established business hours stated herein, managing memberships and court rentals, providing lessons, clinics and camps, hosting special events, general maintenance of the courts, garbage disposal throughout the property, and emergency preparations for inclement weather.

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## SECTION 2 – STANDARDS OF WORK

### 2.1 Duties of OPERATOR

#### A. Development and Implementation of Tennis Program.

OPERATOR, at its sole cost and expense, shall formulate, implement, direct, manage and control a complete and full service tennis program for persons of all ages and skill levels within the constraints of the Weston Tennis Center (“Center”) to serve the needs of CITY. The duties of OPERATOR pertaining to the tennis program are as follows:

1. As part of the development and implementation of a complete tennis program OPERATOR shall provide, at OPERATOR’S sole direction, conduct and control, the following types of lessons:
  - a. Weekly individual lessons.
  - b. Weekly group lessons with a maximum enrollment of 10 per lesson and a student-instructor ratio of not more than 10-to-1.
  - c. Clinics composed of groups of 11 or more students, with a maximum of 50 students per clinic.
  - d. Such additional clinics as are in the best interests of the tennis program, as determined by OPERATOR upon request of CITY.
2. OPERATOR shall regularly publish and/or post on the premises of the Center, all program dates and times.
3. OPERATOR shall maintain a website for the Center that provides information regarding hours, location, memberships, court rental rates, special events, and tournaments. OPERATOR shall allow for a link to the website from City of Weston website.
4. OPERATOR shall notify CITY and all registered participants as soon as possible if any program is to be canceled.
5. OPERATOR shall provide tennis instruction for beginners, intermediate and advanced tennis players.
6. OPERATOR shall promote the tennis program and facilities to residents of CITY. OPERATOR shall heighten public interest in and awareness of the sport of tennis. OPERATOR shall promote CITY’S tennis programs and facilities at local, state and national U.S. Professional Tennis Association (USPTA) Meetings which its officers attend. In marketing and promoting tennis-related programs and facilities, OPERATOR shall coordinate information with CITY.





7. OPERATOR shall coordinate activities and events for users of the Center. This shall include, but not be limited to establishment of leagues, round robins, socials, tournaments and junior activities. For junior activities, OPERATOR shall use its best efforts to schedule matches with members of other facilities and arrange for transportation for junior participants of the Center at the cost, risk and expense of each such participant.

B. Management of Tennis Tournament Operations.

OPERATOR shall formulate, implement, direct, manage and control all CITY-related matters pertaining to tennis tournament operations. This shall include, but not be limited to, providing professional expertise, as required, for CITY's involvement in professional tennis tournaments. In addition, OPERATOR shall be on site during designated hours of operation as agreed upon between OPERATOR and CITY for all tennis tournaments held in CITY. OPERATOR shall also solicit public support for all tournaments and work with tournament volunteers.

C. Promotion of the Sport of Tennis in City of Weston

OPERATOR shall:

1. Stay informed of, and advise CITY of, tennis clinics, tournaments or seminars being held in Miami-Dade, Broward and Palm Beach counties.
2. Serve as CITY'S liaison to any association of tennis enthusiasts which may be formed in the future in City of Weston. This shall include, but not be limited to, attending monthly board meetings, following up on complaints and requests from that association, and providing professional expertise related to league play.

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D. Financial Management and Compliance with Laws.

OPERATOR shall, during the term of this Agreement:

1. Maintain records and accounts of all transactions that result from doing business pursuant to this Agreement for a period of six years following termination of this Agreement, utilizing a computerized record-keeping program that is capable for club accounting. Such records shall include keeping reasonable records concerning facilities utilization and enrollment records. OPERATOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses (the "Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to CITY, upon request, pursuant to Section 7, along with documentation of the time period represented by each payment. Such books and records shall be made available to CITY for inspection, review and auditing upon reasonable advance notice of not less than two business days from CITY. Any such audit will be at the expense of CITY unless the result of the audit shows a variance from the Revenue/Expense Statements of more than two percent. However, any request by OPERATOR to alter the financial terms or conditions of the Agreement must be accompanied by audited financial statements, to be prepared at OPERATOR'S expense, for any period of time City Manager deems necessary for CITY to properly evaluate the request.
2. OPERATOR shall be responsible and liable for collecting, paying and reporting all federal, state and local taxes, fees, assessments and charges related to its activities under this Agreement including, but not limited to, retail sales and property taxes, to the appropriate taxing authorities. Such expenses shall be prorated as of the Effective Date and the last day of the Term of this Agreement with OPERATOR responsible for all such expenses for the period between these two dates. Notwithstanding the foregoing, solid waste and recycling collection services, electric and water services, and cable television shall be provided to the Center at no cost to OPERATOR by CITY.
3. Obtain and maintain all necessary licenses and permits as required by federal, state or local authorities, and comply with CITY'S special event permitting process. OPERATOR shall provide copies of all such licenses and permits to CITY on an annual basis. CITY shall not unreasonably withhold or delay issuance of local permits and shall fully cooperate with OPERATOR, as necessary, in conjunction with any and all license and permit applications.
4. Abide by all applicable federal, state and local regulations, ordinances and laws with special attention to those related to health and safety of participants in athletic events and to CITY'S rules and regulations.





5. Provide all services and carry out all duties under this Agreement without discrimination on the basis of age, race, religion, color, national origin, physical or mental disability, creed, sexual orientation, sex or other classification protected by law. All rates and charges shall be applied equally to users of the services and facilities at the Center, except that discounted rates may be uniformly applied to senior citizens and those with disabilities. This nondiscrimination requirement shall be applicable to any employees or OPERATORS of OPERATOR involved in carrying out this Agreement.
6. Comply with all statutes, laws, ordinances, rules, regulations, and lawful orders of the United States of America, State of Florida, Broward County, City of Weston and of any other public authority, which may be applicable to the operations of OPERATOR pursuant to the terms of this Agreement.

E. Liability and Maintenance

OPERATOR shall:

1. Supervise and be responsible for the safety of all participants at any event or activity conducted by OPERATOR and his agents, volunteers or employees engaged in the performance of OPERATOR'S duties under this Agreement. OPERATOR acknowledges that some of the students to be instructed will be minor children and, in this regard OPERATOR will be fully responsible for each child while the child is in OPERATOR'S care, custody and control. OPERATOR shall not leave children unsupervised or unattended during time of scheduled activity.
2. Be responsible for the safety of all individuals while participating in any event supervised by OPERATOR or any employees or independent OPERATORS of OPERATOR while acknowledging the overriding right of CITY to expel from municipal property any persons conducting themselves in violation of CITY park rules, regulations or ordinances.
3. Conduct a thorough examination and inspection of the Center and equipment, used in the furtherance of the duties set forth in this Agreement, to identify any unsafe condition or defect prior to the commencement of any of its duties, operations and services under this Agreement. OPERATOR shall have the continuing duty to ensure that all patent defects or conditions at the Center and equipment provided are remedied and the Center and equipment made safe prior to commencing duties, operation or services each day during the term of this Agreement. OPERATOR assumes responsibility for all patent defects or conditions on the subject Center once it commences its daily duties, operations or services, subject to the terms of this Agreement.





4. If in the course of its use and operations, OPERATOR or any agent, representative, employee or volunteer of OPERATOR becomes aware or should become aware of any dangerous condition in or at the Center or equipment, OPERATOR or its agent, representative, employee or volunteer shall immediately notify CITY of such dangerous condition and CITY shall correct dangerous condition, within a reasonable timeframe or cease operations so as not to endanger persons or property in the vicinity of the Center or equipment.
5. Exercise due diligence to maintain and preserve all property belonging to CITY.
6. Exercise reasonable care and precaution at all times for the protection of persons and property at the Center provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from the Center who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents, or employees shall be liable to OPERATOR for any damages that may be sustained by OPERATOR through exercise by CITY of such right.
7. It is the express intent of this Agreement that OPERATOR provide a turnkey operation to CITY, with all regular court maintenance, according to the standards mutually agreed upon by OPERATOR and City Manager or designee. OPERATOR shall be responsible for closure and securing of the Center and its facilities in the event that a hurricane warning is declared for City of Weston. CITY shall provide for structural repairs as needed.

F. Miscellaneous

OPERATOR shall:

1. Perform all tasks which are reasonably necessary to be done in order to accomplish the work and objectives as otherwise provided for under this Agreement.
2. Provide its own equipment and materials for the conduct of the activities under this Agreement.
3. Apply professional expertise to the maintenance of CITY's tennis facilities. OPERATOR'S duties shall include, but not be limited to, the regular maintenance and repair of clay and hard courts.
4. Provide and disseminate to CITY information from the US Professional Tennis Association and other tennis professionals which will assist CITY in various tennis-related activities.





5. Ensure the continuity of service and programming at the Center.
6. Provide its own transportation to and from the Center for its own staff.
7. Operate the Weston Tennis Center seven days a week, 12 months out of the year, except for Thanksgiving Day and Christmas Day. The required days of operation shall only be changed with the written approval of CITY Manager.
8. Provide staff for office operations. This shall include, but not be limited to, answering telephones and assisting with registrations related to CITY'S tennis program, interacting with users of CITY'S tennis facilities, assisting with required financial recordation, having one staff member or tennis professional provide this service at the hours agreed to by CITY and OPERATOR on every day that the Center is open.
9. The Center shall not be used overnight, for residential or any type of occupancy, or apart from the hours agreed to by CITY and OPERATOR.
10. Sale or use of tobacco products, vaping products, pharmaceuticals, supplements and other products as determined by CITY shall be prohibited at all times at the Center. The parties intend for the Center to be a smoke-free, drug-free facility.
11. The sale or use of alcoholic beverages shall be allowed at the Center, only during special events, as approved by CITY, and with the following limitations:
  - a. Consumption of beer or wine on premises only;
  - b. Restricted to the interior of the Center and on the patio;
  - c. For Center patrons only.

OPERATOR shall abide by all applicable state and local laws and obtain all required licenses for the sale of such alcoholic beverages. CITY may revoke permission to sell alcoholic beverages if CITY determines that the Center is being operated in a manner harmful to the public health, safety or welfare. OPERATOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement liquor host liability insurance with CITY as additional named insured, should it elect to serve alcoholic beverages on the premises.

12. Special events, including events projected to exceed the parking or seating design capacity of the Center, must be properly permitted pursuant to CITY'S special event permit procedures. CITY shall make appropriate provisions for traffic control and law enforcement at such events.
13. Honor all prepaid memberships that exist as of the Commencement Date. CITY shall make its best effort to provide to OPERATOR a list of such current prepaid memberships upon execution of this Agreement.



14. All memberships shall commence on the first of the month, and the memberships shall be paid on a month to month basis.
- G. OPERATOR'S Exclusive Right to Provide Tennis Instruction. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to provide tennis lessons and clinics on courts managed by it and owned by CITY as outlined in this Agreement.
- H. OPERATOR'S Exclusive Rights to Rent Lockers. OPERATOR and CITY agree that OPERATOR shall have the exclusive right to charge a reasonable fee for the daily use of lockers by users of the Center and to regulate the use of such lockers. Lockers shall be open whenever the Center is open and shall be emptied by OPERATOR at the closing of the Center each day.
- I. OPERATOR'S Merchandising Rights and Operation of Pro Shop. OPERATOR is expressly prohibited from using the name "City of Weston" and any likeness or logo similar to City Seal, except as required by this Agreement. OPERATOR shall operate a pro shop at the Center, fully stocked with tennis-related merchandise including, but not limited to, racquets, tennis balls, tennis apparel and accessories. At all times, an inventory shall be maintained in the pro shop with a minimum wholesale value that is acceptable to CITY. The pro shop shall be open whenever the Center is open. Restringing of racquets shall be available in the pro shop.
- J. Fee Structure. All membership and usage fees, and membership and usage fee increases shall be subject to approval by City Manager, whose approval shall not be unreasonably withheld.

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## SECTION 3 – STANDARDS OF OPERATOR

### 3.1 Intent

OPERATOR shall be an independent contractor and the individuals assigned to work for CITY by OPERATOR shall be subject to the approval of CITY, and shall not be City employees. OPERATOR must be fully licensed with all required State and/or Local government licenses and permits and must comply with all Federal, State and local laws, rules, practices and regulations.

### 3.2 Facilities

CITY reserves the right to inspect OPERATOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that OPERATOR has a bona fide place of business, and is a responsible OPERATOR.

### 3.3 Identification

OPERATOR shall not use or create any badge containing CITY name, seal, logo, or any other reference thereof for identification. OPERATOR shall use only a City issued identification badge.

### 3.4 Experience, Licensing and Qualifications

- A. Experience: OPERATOR shall have a minimum of five years experience in providing tennis center operator services of at least a similar size and scope as those services desired by CITY. OPERATOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued.
- B. Licenses: OPERATOR must have a Corporate Membership with the USPTA and at least one full time employee dedicated to CITY must be a USPTA Elite Professional. All instructors must be credentialed by the USPTA.

### 3.5 Relationship Contact

OPERATOR shall maintain at a minimum one relationship contact for this contract. The relationship contact shall be available by cellular telephone at all times and shall be expected to visit the Center as requested by CITY. The relationship contact shall be able to manage all facets of the contract. The relationship contact must be fluent in English, have excellent communication skills and be capable of directing all tennis center operator services with CITY. The relationship contact shall use his or her experience and training to prevent, detect, and control adverse conditions by physically inspecting the Center regularly.





### 3.6 Performance Evaluation

CITY shall meet with OPERATOR every three months to review OPERATOR'S performance. Any instances of poor performance shall be documented in writing to OPERATOR followed by a written commitment from OPERATOR to resolve the issues in a timeframe agreed to by CITY and OPERATOR.

### 3.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work: As part of submission for this RFP, OPERATOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the Work. In addition, OPERATOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

OPERATOR shall be responsible and liable to CITY for all work performed by the subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations: By listing the names of each as set forth in The RFP, OPERATOR shall require each Subcontractor, to the extent the Work to be performed by the Subcontractor, to be bound to OPERATOR by terms of the Agreement, and to assume toward OPERATOR all the obligations and responsibilities which OPERATOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between OPERATOR and a Subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the Subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against OPERATOR that OPERATOR, by the Agreement, has against CITY. Where appropriate, OPERATOR shall require each Subcontractor to enter into similar agreements with the Subcontractors. OPERATOR shall make available to each proposed Subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the Subcontractor shall be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

### 3.8 Drug-Free Workplace

OPERATOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.





**3.9 Transition Plan**

OPERATOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to OPERATOR. OPERATOR is responsible for minimizing any negative impacts to the residents of CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, OPERATOR shall use its best efforts to ensure a smooth and orderly transition of service.

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## SECTION 4 – STANDARDS OF LABOR AND MATERIALS

### 4.1 Labor

OPERATOR shall provide a sufficient number of supervised staff to complete the duties as outlined in this Agreement. A minimum of two staff shall be on duty at all times that the Center is open to the public.

Prior to working in CITY, all managers and employees of OPERATOR, independent contractors and subcontractors shall be required to undergo background checks. A thorough State and national background check that identifies an individual's entire criminal history shall be conducted in accordance with Section 943.0438, Florida Statutes and all other applicable law.

A background check shall be conducted on new employees, independent contractors and subcontractors prior to commencement and on each such individual annually. All background check related costs shall be the sole responsibility of OPERATOR. Prior to the beginning of the contract term and at the beginning of each CITY fiscal year (beginning October 1<sup>st</sup>) OPERATOR shall submit written certification to CITY that OPERATOR has complied with CITY'S requirement regarding background checks on all employees, independent contractors and subcontractors. The certifying document shall be signed by the authorized officer of the corporation. Should any such individual begin service with OPERATOR after the commencement of the Agreement, during a CITY fiscal year, OPERATOR shall, as soon as reasonably possible, submit a supplemental certifying document regarding a background check on the new individual. Maintenance, ownership, and control of all background check records and information generated, received, possessed and stored shall be the sole responsibility of OPERATOR, and shall be retained for a period of not less than five years. Failure to perform a state and national criminal background check in accordance with the rules above shall be cause for termination of the Agreement.

OPERATOR shall at all times enforce strict discipline and good order among OPERATOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of OPERATOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work.

- A. Supervisor: OPERATOR shall maintain at least one supervisor on the site at all times. The Supervisor shall have excellent communication skills and be capable of directing all work required by CITY. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting CITY'S properties.





- B. Employee/Independent Contractor or Subcontractor Performance: OPERATOR shall employ (or contract with) personnel competent to perform the work specified herein. CITY reserves the right to request the removal of a OPERATOR'S employee/independent contractor or subcontractor from performing work on CITY'S property where such employee's/independent contractor's or subcontractor's performance or actions, are obviously detrimental to the program.
- C. Appearance: OPERATOR shall ensure that all of its employees, independent contractors and subcontractors are neat, clean and professional in appearance at all times.

#### 4.2 Facility and Equipment

OPERATOR shall provide a comprehensive list of all equipment currently owned or leased as set forth in "Exhibit C", attached hereto and made a part hereof this Agreement.

- A. Equipment Safety: OPERATOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, CITY may direct OPERATOR to remove such equipment and/or OPERATOR until the deficiency is corrected to the satisfaction of CITY. OPERATOR shall use any safety equipment and measures including, but not limited to, caution tape, snow fence, cones, rebar, stakes, plywood, arrow boards, message boards, and signs, as directed by CITY to provide a safe environment in working areas. OPERATOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- B. Facility: CITY shall pay for the cost of electricity, water, and wastewater incurred by OPERATOR'S use of the facilities. OPERATOR shall not use properties and/or possessions of CITY for any work except that which is covered by this Agreement. OPERATOR shall be responsible for the safekeeping and protection of all materials and equipment. OPERATOR shall be responsible for any injuries to OPERATOR's employees, independent contractors or subcontractors while occupying the facility.
- C. Improvements: OPERATOR shall not construct, or cause to be constructed, any building, structure or improvement of any kind, whether permanent or temporary, at or upon CITY facilities without the prior written approval of City Manager or designee. Any such approval given by CITY does not waive any other approval or permit as may be required by any other governmental entity, statute, law or regulation.





#### 4.3 Facilities Maintenance and Utilities

A. CITY shall be responsible for:

- Electrical Utilities
- Water and Sewer Utilities
- Landscape Maintenance
- Solid Waste and Recycling Disposal
- Building and Structure Maintenance
- Janitorial Services for Building/Restrooms/Pressure Washing
- Major Capital Improvements

B. OPERATOR shall be responsible for:

- Litter Control
- General Court Maintenance such as nets, windscreens and banners
- Daily Clay Maintenance (to include brushing, watering and rolling)
- Periodic Clay Maintenance (to include repair of divots and low spots, inspection of tapes for areas where the lines are high or the edges are curled, scarification of any hard or slippery spots, and the clearing of drainage channels.)
- Annual Recondition of the Courts (to include cleaning, leveling, top dressing, and laying lines.)
- Collection of Garbage and Recycling

4.4 **Disaster Preparedness and Response:** OPERATOR shall assist CITY in preparing for and responding to a disaster event in CITY that impacts the Center.

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## SECTION 5 – STANDARDS OF INSURANCE

### 5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. City of Weston, Florida shall be named as additional insured on all policies except Workers Compensation and Professional Liability; and,
- C. The additional insured status for City of Weston, Florida for General Liability and for Completed Operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this RFP or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. OPERATOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the AUDITOR’S insurance company and CITY as soon as practicable after notice to the insured.
- K. OPERATOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. OPERATOR’S insurance shall be Primary and non-contributory.
- L. OPERATOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.



## 5.2 Specific Coverage

- A. Workers Compensation: OPERATOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harbor workers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event OPERATOR has "leased" employees, OPERATOR must provide a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

OPERATOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by OPERATOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. Commercial General Liability: OPERATOR shall provide evidence of Commercial General Liability on an Occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$2,000,000 each occurrence, and \$5,000,000 in aggregate, covering all work performed under this Agreement.
- C. Professional Liability: OPERATOR shall provide evidence of Professional Liability or functional equivalent with limits not less than \$2,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.
- D. Umbrella or Excess Liability: Umbrella policies are acceptable to provide the total required General Liability, Automobile Liability, and Employers' Liability limits. Umbrella policies shall also name CITY as Additional Insured and coverage shall be provided on a "Follow Form" basis.
- E. Subcontractors: Insurance requirements itemized in this contract and required of OPERATOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. OPERATOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.





## SECTION 6 – STANDARDS OF PERFORMANCE AND PAYMENT BOND

### 6.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, OPERATOR shall furnish to CITY an executed Performance and Payment Bond in an amount equal to \$100,000.00 for the faithful performance of Agreement and for the payment of all person performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Form 12 provided by CITY. The condition of this obligation is such that, if OPERATOR shall promptly and faithfully perform said Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  
- B. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and OPERATOR shall provide evidence to document such fulfillment:
  - 1. The surety company is licensed to do business in the State of Florida.
  - 2. The surety company holds a valid certificate of authority authorizing it to write surety bonds in the State of Florida.
  - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
  - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
  - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
  - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
  - 7. The bond shall be issued by a Florida registered agent.
  
- C. A Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
  
- D. The Surety Company shall meet a minimum financial AM Best Company rating of no less than "A- Excellent; FSC VII" and shall have at least a minimum Policyholders rating of A- Class VII or higher. In the event the Surety Company's rating shall drop, the Surety Company shall immediately notify CITY.





- E. All Surety Companies are subject to review and approval of CITY and may be rejected without cause. All bonds signed by an Agency shall be accompanied by a certificate of authority to act.
- F. Duration of Bonds: Performance and Payment Bonds shall remain in force until expiration or termination of the Agreement, however, if the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

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## SECTION 7 – GENERAL CONDITIONS

### 7.1 Term

The term of this Agreement shall begin on the Notice of Commencement Date and shall extend until June 30, 2021. After the initial five (5) year term, this Agreement may be extended for two (2) additional five (5) year terms, by mutual consent of the parties, in writing, prior to the expiration of the current term or the renewal term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof.

### 7.2 Notice to Proceed

No work shall commence until the Notice of Commencement shall be issued by CITY.

### 7.3 Termination

- A. This Agreement may be terminated for cause by action of City Commission if OPERATOR is in breach and has not corrected the breach within 60 days after written notice from CITY identifying the breach, or for convenience by action of City Commission upon not less than 60 days' written notice by City Manager. This Agreement may also be terminated by City Manager upon such notice as City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.
- B. This Agreement may be terminated for cause by OPERATOR if CITY is in breach and has not corrected the breach within 60 days after written notice from OPERATOR identifying the breach.
- C. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- D. Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.



- E. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, OPERATOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. OPERATOR acknowledges and agrees that Ten Dollars of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by OPERATOR, is given as specific consideration to OPERATOR for CITY'S right to terminate this Agreement for convenience.
- F. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

#### 7.4 Exemption Prohibition

OPERATOR agrees and acknowledges that OPERATOR is prohibited from exempting any provisions of this Agreement.

#### 7.5 Failure to Comply with Provisions

OPERATOR agrees and acknowledges that OPERATOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

#### 7.6 Records and Accounts

OPERATOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which OPERATOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

#### 7.7 Additional Services

If it should become necessary for CITY to request OPERATOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

#### 7.8 Fee Structure and Compensation

- A. The fee structure for participants shall be based on the fees as set forth in Exhibit "B", attached hereto and made a part hereof.





- B. By the first of each month, OPERATOR shall submit to CITY a fee for each active member on file at the start of the previous month. The fee shall be a monthly proration (1/12<sup>th</sup>) of CITY's Sports Participation Fee as set forth in CITY's Schedule of Fees as adopted by City Commission. The monthly fee for each active member shall be rounded to the nearest quarter dollar.

**7.9 Taxes**

OPERATOR shall not be entitled to CITY'S tax exempt benefits.

**7.10 Verbal Agreements**

- A. No verbal agreement or conversation with any officer, agent, or employee of CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or OPERATOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

**7.11 No Contingency Fees**

OPERATOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OPERATOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for OPERATOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**7.12 Assignment; Non-transferability of Agreement**

- A. The Agreement shall not be assigned or transferred. An OPERATOR who is, or may be, purchased by or merged with any other corporate entity during the Agreement, is subject to having its Agreement terminated as a result of such transaction. City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of OPERATOR, or the sale of a controlling interest in OPERATOR, or any similar transaction, OPERATOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.





### 7.13 Compliance with Applicable Laws

OPERATOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of OPERATOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### 7.14 Familiarity with Laws and Ordinances

OPERATOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If OPERATOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

### 7.15 Advertising

- A. OPERATOR may utilize advertising in promoting the tennis program at the Weston Tennis Center. OPERATOR may specifically use the name "Weston Tennis Center" provided that when so doing it is identified as a service of City of Weston. The cost of all advertising promulgated by OPERATOR shall be met by OPERATOR. CITY reserves the right to approve advertising text and format, in advance of publication. OPERATOR shall utilize OPERATOR'S name in all advertising and marketing.
- B. CITY also reserves the right to advertise and promote the tennis program, CITY facilities and the services of OPERATOR. During the term hereof, CITY shall be allowed to utilize OPERATOR'S name and appropriate likeness in any such advertising or promotion, as set forth below, without additional compensation to OPERATOR. Within thirty (30) days of the Commencement Date OPERATOR shall furnish CITY with OPERATOR'S marketing materials for use in CITY'S media outlets. Should CITY desire to vary from such marketing materials, CITY must obtain written permission from OPERATOR. The cost of advertising for promotion promulgated by CITY will be met by CITY.
- C. OPERATOR shall not permit any signs or advertising at the Center unless specifically approved, in writing, by CITY.





7.16 Indemnification

- A. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of OPERATOR, its officials, agents, employees or subcontractors in the performance of the services of OPERATOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. OPERATOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. OPERATOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by OPERATOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. OPERATOR will defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by OPERATOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. OPERATOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to OPERATOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.



## 7.17 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by OPERATOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by OPERATOR to City Manager within seven days of termination of this Agreement by either party. Any compensation due to OPERATOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights and Retention of Records:
1. CITY shall have the right to audit the books, records and accounts of OPERATOR that are related to this Agreement. OPERATOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
  2. OPERATOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement, unless OPERATOR is notified in writing by CITY of the need to extend the retention period.
  3. Such retention of such records and documents shall be at OPERATOR'S expense.
  4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to OPERATOR'S records, OPERATOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by OPERATOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
  5. OPERATOR shall respond to the reasonable inquiries of successor OPERATORS and allow successor OPERATORS to receive working papers relating to matters of continuing significance.
  6. OPERATOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for OPERATOR'S services.





- C. Public Records: OPERATOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term.
  4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of OPERATOR shall be delivered by OPERATOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by OPERATOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, OPERATOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. If OPERATOR does not comply with CITY's request for public records, CITY shall enforce the Agreement provisions in accordance with this Agreement.

**IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, [pbates@westonfl.org](mailto:pbates@westonfl.org) OR BY MAIL: City Of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.**

- D. Policy of Non Discrimination: OPERATOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. OPERATOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service





- delivery.
- E. Public Entity Crime Act: OPERATOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an Agreement to provide any goods or services to CITY, may not submit a bid on an Agreement with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, OPERATOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether OPERATOR has been placed on the convicted vendor list. By submitting a response to this RFP, OPERATOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- F. Third Party Beneficiaries: Neither OPERATOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:





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

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, FL 33301

OPERATOR: Cliff Drysdale Management, Inc.  
Attn: Don Henderson, CEO  
625 Mission Valley Road  
New Braunfels, TX 78132

- H. Conflicts: Neither OPERATOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with OPERATOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
  - a. OPERATOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, OPERATOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude OPERATOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
  - b. In the event OPERATOR is permitted to utilize subcontractors to perform any services required by this Agreement, OPERATOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.
  
- I. Materiality and Waiver of Breach: CITY and OPERATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



- J. Severance: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or OPERATOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 7 of this Agreement shall prevail and be given effect.
- M. Applicable Law and Venue; Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. Prior Agreements: This Agreement and its attachments constitute the entire agreement between OPERATOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing and approved by City Commission.
- O. Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.





- P. Multiple Originals: This Agreement may be fully executed in two copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- Q. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- R. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- S. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- T. Truth-in-Negotiation Certificate: Signature of this Agreement by OPERATOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- U. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to OPERATOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- V. Default: In the event of a default by OPERATOR, OPERATOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

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## SECTION 8 – SPECIAL CONDITIONS

None.

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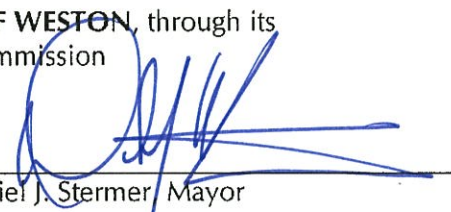




**AGREEMENT BETWEEN CITY OF WESTON, FLORIDA AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20<sup>th</sup> day of June 2016; and Cliff Drysdale Management, Inc. authorized to execute same, through its CEO.

**CITY OF WESTON**, through its  
City Commission


By:   
Daniel J. Stermer, Mayor

4<sup>th</sup> day of July, 2016

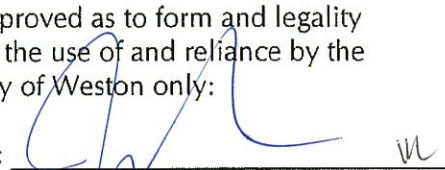
By:   
John R. Flint, City Manager

30<sup>th</sup> day of June, 2016

ATTEST:

  
Patricia A. Bates, MMC, City Clerk

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

By:   
Jamie Alan Cole, City Attorney

30<sup>th</sup> day of June, 2016

(CITY SEAL)



AGREEMENT BETWEEN CITY OF WESTON AND CLIFF DRYSDALE MANAGEMENT, INC. FOR TENNIS CENTER OPERATOR SERVICES RFP NO. 2015-14

CLIFF DRYSDALE MANAGEMENT, INC.

By: [Signature]  
Don Henderson, CEO

23 day of June, 2016

WITNESSES:

[Signature]  
Jamie Graham  
6-23-16

Print Name

(CORPORATE SEAL)

[Signature]

Kimberly Runyan 6-23-16

Print Name





**Exhibit A**  
**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : NorGUARD Insurance Company</td> <td style="border: none;">31470</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NorGUARD Insurance Company	31470	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : NorGUARD Insurance Company	31470														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  CLIFF DRYSDALE MANAGEMENT INC 625 Mission Valley Rd New Braunfels, TX 78132															

**COVERAGES** CERTIFICATE NUMBER: 486035 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	CLWC700048	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City Of Weston 17200 Royal Palm Blvd Weston, FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc. 3301 Golden Road, Suite 400 Tyler TX 75713	<b>CONTACT NAME:</b> René Beaubouef <b>PHONE (A/C No, Ext):</b> 903-593-6468 <b>FAX (A/C No):</b> 903-593-7473 <b>E-MAIL ADDRESS:</b> rene.beaubouef@bxsi.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : Philadelphia Indemnity Ins Co.      NAIC # 18058	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**      CLIFDRY-01  
 Cliff Drysdale Management, Inc.  
 625 Mission Valley  
 New Braunfels TX 78132

**COVERAGES**      **CERTIFICATE NUMBER:** 1871029503      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1444828	1/17/2016	1/17/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1444828	1/17/2016	1/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB528151	1/17/2016	1/17/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sports & Recreation Professional Liability			PHPK1444828	1/17/2016	1/17/2017	Each Occurrence 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General liability policy includes blanket additional insured endorsement for owners, managers, landlords, lessors of premises or leased equipment, sponsors, co-promoters, coaches, trainers, officials, referees, statisticians, and scorekeepers when required by written contract but in no event shall such coverage exceed the limits, terms and conditions of the policy.

General Liability and Auto Liability policies include blanket waiver of subrogation endorsement when required by written contract but in no event shall such coverage exceed the limits, terms or conditions of the policy.  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Weston 17200 Royal Palm Blvd Weston FL 33326	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--





AGENCY CUSTOMER ID: CLIFDRY-01

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Cliff Drysdale Management, Inc. 625 Mission Valley New Braunfels TX 78132	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

All coverages shown are subject to the Terms, Conditions and Exclusions of the policies.

Primary & Non-Contributory wording applies when required by written contract.

Umbrella Liability policy follows form of the Underlying policies, General Liability, Professional Liability, Auto Liability and Workers Compensation.





**Exhibit B**  
**Compensation/Fee Schedule**





April 4, 2016

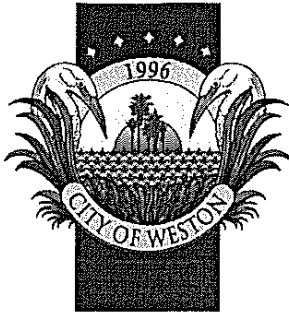
### **WESTON TENNIS CENTER FEE SCHEDULE**

<b><u>Type of Membership</u></b>	<b><u>Initiation</u></b>	<b><u>Monthly Dues</u></b>
Junior	\$158.00	\$40.00
Single	\$201.00	\$51.00
Couple	\$290.00	\$68.00
Family	\$368.00	\$90.00
Senior Single	\$184.00	\$44.00

<b><u>Lessons</u></b>	<b><u>One Hour</u></b>	<b><u>Half Hour</u></b>
Member Pricing	\$65.00	\$40.00
Non-Member Pricing	\$90.00	\$45.00

**Court Fees:** \$10.00 per person





Daniel J. Stermer  
Mayor

Toby Feuer  
Commissioner

Thomas M. Kallman  
Commissioner

Margaret Brown  
Commissioner

Byron L. Jaffe  
Commissioner

John R. Flint  
City Manager/CEO



29 November 2017

Mr. Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management  
625 Mission Valley Road  
New Braunfels, TX 78132

**Re: Tennis Center Operator Agreement – RFP No. 2015-14**

Dear Mr. McCulloch:

The City of Weston (the "City") is in receipt of your letter dated November 27, 2017 seeking approval from the City for an increase in the monthly dues for tennis membership at the Weston Tennis Center operated by Cliff Drysdale Management, effective January 1, 2018.

Section 2.1.J, Fee Structure, of the Tennis Center Operator Agreement, RFP No. 2015-14, provides that membership and usage fee increases shall be subject to the approval of the City Manager.

Approval is hereby granted limited to the Proposed Increased Monthly Dues as stated in the November 27, 2017 letter and effective January 1, 2018. Any other increases in membership and usage fees will require submittal to the City for approval.

The City appreciates the service of Cliff Drysdale Management to Weston's residents, and wishes Cliff Drysdale Management continued success in this endeavor.

Sincerely,

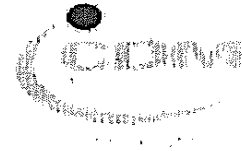
THE CITY OF WESTON

John R. Flint  
City Manager/CEO

C: Darrel L. Thomas, Assistant City Manager/CFO  
Karl Thompson, PE, Assistant City Manager/COO  
Don Decker, Director of Parks and Recreation  
Patricia A. Bates, MMC, City Clerk

#68480

The Nation's Premier Municipal Corporation<sup>SM</sup>



November 27, 2017

Dear Mr Flint, City Manager

Cliff Drysdale Management is seeking approval from the City of Weston for an increase in the monthly dues for tennis membership at the City of Weston Tennis Center operated by Cliff Drysdale Management, starting January 1<sup>st</sup> 2018. The proposed dues increase is less than 5% (excluding the junior membership, which will stay at the same price) and both current and proposed rates are listed below.

	Current Monthly Dues	Proposed Increased Monthly Dues
Junior	\$40	\$40
Single	\$51	\$53
Couple	\$69	\$71
Family	\$87	\$89
Senior	\$44	\$46

The slight increase is very standard in tennis membership clubs and is required for the increased cost of materials and services used to operate the tennis center to the standards of Cliff Drysdale Management and the City of Weston. Thank you for your time and we look forward to notification of your decision in regards to our proposed monthly dues increase.

Please let me know if I can assist in any further manner. I can be reached at [s.mcculloch@cliffdrysdale.com](mailto:s.mcculloch@cliffdrysdale.com) or 239 246 5303

Regards

Scott McCulloch  
Vice President of Operations  
Cliff Drysdale Management

Cliff Drysdale Management  
625 Mission Valley Rd, New Braunfels, TX 78132  
(PH) 830 625 5911





**Exhibit C**  
**Contractor's Equipment List**



**WESTON TENNIS CENTER EQUIPMENT LIST****Court Supplies**

16 Nets

Windscreen to fit 16 courts

5 Ball Carts

2 Covered Ball Carts

8 Ball Hoppers

Tennis Training Aids-targets, mini nets, etc

4 Shoe Cleaners w/ Brushes

**Court Maintenance Equipment**

1 Tennis Rake

1 Tennis Brush

1 Aussie Sweeper

3 Line Brushes

1 Rake Lute

1 Golf Cart

**Pro Shop/Office Equipment**

3 Computers w/ Monitors

POS Equipment-card scanner, receipt printer, etc

1 Printer

3 Filing Cabinets

2 Modems

1 Stringing Machine

1 TV Flat Screen

2 Desks

1 Ice Machine

All Retail Items-clothing, racquets, strings, etc

Tennis Balls





**Exhibit D**  
**Performance and Payment Bond**



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41351522

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DON BRAMLAGE; LESLIE M DONAHUE; LISA ROSELAND; TERESA L DURHAM; KIM E NIV; -----  
-----JEFFREY W REICH; SUSAN L REICH; GLORIA A RICHARDS; PATRICIA L SLAUGHTER; SONJA AMANDA FLOREE HARRIS-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED\$20,000,000-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

“RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

*Gary W. Stumper*  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1<sup>st</sup> day of July, 2015.



*Antonio Celii*  
Antonio Celii  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR POA-Rcs-07-2015





Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 41351522

CONTRACTOR NAME: Cliff Drysdale Management, Inc.

CONTRACTOR ADDRESS: 625 Mission Valley Road
New Braunfels, TX 78132

CONTRACTOR PHONE NO: (830) 625-5911

SURETY COMPANY: Platte River Insurance Company
PO Box 5900
Madison, WI 53705-0900 (608) 829-4200

OWNER NAME: City of Weston, Florida

OWNER ADDRESS: 17200 Royal Palm Blvd
Weston, FL 33326

OWNER PHONE NO.: (954) 385-2000

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: \$100,000.00

CONTRACT NO.: (If applicable) RFP NO. 2015-14

DESCRIPTION OF WORK: Tennis Center Operator Services

PROJECT LOCATION: Citywide

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.







THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND

**EXHIBIT E**  
**PERFORMANCE & PAYMENT BOND**

Bond No. 41351522  
Executed in 2 Counterparts

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address)

**SURETY** (name & principal address):

Cliff Drysdale Management, Inc.

Platte River Insurance Company

625 Mission Valley Road

PO Box 5900

New Braunfels, TX 78132

Madison, WI 53705-0900

(830) 625-5911

(608) 829-4200

**CITY:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326  
(954) 385-2000

**AGREEMENT**

Date:

7/1/2016

Amount: \$100,000.00

Description: Tennis Center Operator Services

Location: Citywide

City of Weston RFP No. 2015-14

**BOND**

Date (not earlier than Agreement Date):

7/1/2016

Amount:

\$100,000.00

Modifications to this Bond: None \_\_\_\_\_

See Page(s) See attached Cover Page





EXHIBIT E

PERFORMANCE & PAYMENT BOND

(CONTINUED)

CONTRACTOR AS PRINCIPAL

Cliff Drysdale Management, Inc.

[Signature]  
Signature

Don Henderson  
Name

CEO  
Title

SURETY

Platte River Insurance Company

Jeffrey W. Reich  
Signature

Jeffrey W. Reich \*  
Name

Attorney-In-Fact & FL Licensed Resident Agent  
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

\* Florida Surety Bonds, Inc.  
620 N. Wymore Rd. Ste. 200, Maitland, FL 32751  
Address

(407) 786-7770  
Phone

(407) 786-7766  
Fax



## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
  - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
  - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
  - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
  - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR'S default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
  - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
  - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR'S right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
  - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
  - B. Additional legal, design professional and delay costs resulting from CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and





## EXHIBIT E

### PERFORMANCE & PAYMENT BOND

#### (CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.





**EXHIBIT E**

**PERFORMANCE & PAYMENT BOND**

**(CONTINUED)**

**DEFINITIONS**

- A. *Balance of the Agreement Price:* The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. *Agreement:* The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. *CONTRACTOR Default:* Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. *CITY Default:* Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

*MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:*

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
N/A  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title





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# Appendix H. YMCA Operator Agreement

## AGREEMENT OF LEASE

### BETWEEN

### CITY OF WESTON

### AND

### YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.

#### OVERVIEW OF PROPOSED LEASE TERMS

The following is an overview of the basic business terms in the Agreement of Lease ("Lease") between the City of Weston ("Landlord") and the Young Men's Christian Association of Broward County, Florida, Inc. ("Tenant") for the construction and operation by Tenant of a recreational facility in the 102 Acre Regional Park. All terms not defined herein have the definition ascribed to them in the Lease.

**1. PREMISES.**

A vacant portion of the 102 Acre Regional Park basically consisting of the footprint of the Tenant's proposed 40,000 square foot recreational facility and adjacent swimming pool. The Premises are demised to Tenant in "as-is" condition.

**2. TERM.**

Initial term of 25 years with 2 separate, additional renewal terms of 10 years each. Tenant has a 90 day inspection period followed by a period of 21 months during which to obtain its governmental approvals, after either of which periods Tenant may terminate the Lease if it is dissatisfied with its inspections or fails to obtain its governmental approvals, respectively.

**3. RENT; EXPENSES.**

Base rent is \$1.00 per year. Tenant is responsible for all other costs, expenses, taxes, special assessments, impositions, and utility fees related to the Lease and Tenant's operations at the Premises.

**4. RIGHTS AND USES OF TENANT.**

WESTON-#11310-v1-050701\_YMCA\_Lease\_Summary







Tenant may only use the Premises for recreational uses for which Landlord has given its prior written consent with such consent given at the time of Lease execution for those recreational uses set forth on Exhibit E.

**5. LESSEE'S IMPROVEMENTS.**

The Tenant will construct the Improvements at its sole cost and expense in 2 Phases. Phase I will consist of an approximately 40,000 square foot recreational facility. Phase II will consist of the adjacent swimming pool facility. Both Phases are to be completed by June 1, 2004. Landlord has approval rights as to the plans and specification for the Improvements.

**6. GROSS REVENUES.**

In accordance with Tenant's corporate requirements, a portion of the surplus Gross Revenues generated by the operation of the Premises are reserved for use in connection with the Premises, and the remainder of such surplus Gross Revenues will be used by Tenant for general administrative and overhead as well as the operation of Tenant's other facilities in Broward County. Tenant must furnish Landlord audited, annual financial statements as to its Gross Revenues. Landlord has the right to audit Tenant's financial records with a certified public accounting firm selected by Landlord.

**7. USE OF PREMISES BY LANDLORD.**

Subject to scheduling and space availability only, Landlord may use portions of the Premises for its own programs and services. Additionally, subject to agreement as to scheduling only, Landlord may use the Premises for up to 5 days per calendar year for its own events. Landlord is responsible for all operating costs attributable to its programs and events. Landlord is entitled to all revenues generated by its programs and events and may solicit sponsors.

**8. MAINTENANCE AND REPAIRS.**

Tenant is responsible for all maintenance, repairs, and replacements to the Premises and must comply with applicable laws.

**9. INSURANCE.**

Tenant must provide various types of insurance including casualty insurance for 100% of the replacement value of the Premises and comprehensive general liability insurance for personal injury and property damage with limits of not less than \$5,000,000. Once a swimming pool is installed, the comprehensive general





liability insurance limits are increased to \$10,000,000. Additional insurance, indemnities, and bonds are required from the contractors during construction.

**10. INDEMNITY.**

The Lease contains a broad indemnity provision regarding Tenant's liability to Landlord for damage to persons or property as well as an obligation to pay Landlord's attorneys' costs and fees in defending any such action.

**11. DEFAULT.**

Tenant is required to cure non-monetary defaults within 10 days following written notice from Landlord. Tenant must cure non-monetary defaults within 30 days following written notice from Landlord, except for bankruptcy matters for which a 60 day cure period is provided. Upon a default that remains uncured following applicable cure periods, Landlord may terminate the Lease and pursue all remedies available to Landlord at law or in equity including recovery of compensatory damages from Tenant.

**12. SUBLETTING.**

No subletting or assignment is permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

**13. ENVIRONMENTAL.**

Tenant is responsible for the clean up of all environmental conditions at the Premises resulting from its operations. Landlord does not make any representations or warranties as to the environmental condition of the Premises and is only responsible for environmental conditions resulting from its programs and events.

**14. LANDLORD BUY-OUT.**

Landlord has the option to buy-out the Tenant's interest in the Lease and the Improvements. Landlord's buy-out rights may be exercised at any time after the 12<sup>th</sup> year following the Phase I Completion Date. Between the 12<sup>th</sup> and 15<sup>th</sup> years following the Phase I Completion Date the Buy-Out Amount is 140% of the Net Book Value of the Tenant's Improvements. After the 15<sup>th</sup> year following the Phase I Completion Date, the Buy-Out Amount is reduced to 120% of the Net Book Value of Tenant's Improvements. The Net Book Value of Tenant's Improvements is basically Tenant's capital expenditure for the design, construction, and acquisition of the Improvements, depreciated on a straight-line



basis, with no salvage value, over the Initial Term and any Renewal Terms in effect at the time Landlord exercises its buy-out right less any Grants received by the Tenant from governmental agencies.





**AGREEMENT OF LEASE  
BETWEEN  
CITY OF WESTON  
AND  
YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF BROWARD COUNTY, FLORIDA, INC.**

FTL:754504:8





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APPENDIX A - LEASE AGREEMENTS AND RELATED DOCUMENTS





### AGREEMENT OF LEASE

**THIS AGREEMENT OF LEASE** ("Lease") dated as of May 11, 2001 made by and between the **CITY OF WESTON**, a Florida municipal corporation, having an address at 2500 Weston Road, Suite 101, Weston, Florida 33331 ("Landlord"), and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC.**, a Florida non-profit corporation, having offices at 5100 North Federal Highway, Suite 300-B, Fort Lauderdale, Florida 33308 ("Tenant").

### RECITALS

1. Landlord owns certain real property located in Broward County, Florida as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Parcel").

2. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the "Premises" (as hereinafter defined) for the purposes stated above, subject to the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the Premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **SECTION 1. DEFINITIONS.**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- (a) "Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Base Rent) payable pursuant to this Lease.
- (b) "Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Proposed Improvements, including, but not limited to building permits.
- (c) "Approved Plans" shall mean plans and specifications for improvements to the Premises (as amended from time to time) that have received the prior written approval of Landlord to the extent such approval is required pursuant to Section 6 hereof.
- (d) "Base Rent" shall be One Dollar (\$1.00) per Lease Year.
- (e) "CO" and the date(s) that any improvements are deemed to be completely constructed, shall mean: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a shell certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

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(f) "Conceptual Plan" shall mean the conceptual plan to be attached hereto and made a part hereof as Exhibit B, after such Conceptual Plan has been approved by Landlord, as same may be modified from time to time, pursuant to the terms and conditions of this Lease.

(g) "County" shall mean Broward County, Florida.

(h) "Effective Date" shall mean the date set forth on the first page of this Lease which is the date upon which Landlord has executed same.

(i) "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions (provided that Landlord's actions cannot delay Landlord's compliance hereunder).

(j) "Governmental Approvals" shall mean all governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Premises pursuant to the Conceptual Plan, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of such Improvements contemplated by the Conceptual Plan (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

(k) "Governmental Approval Date" shall mean the last day of the twenty-first (21st) month after the Inspection Completion Date.

(l) "Gross Revenue" means all revenues (whether cash, credit or barter), including sales taxes paid to Tenant derived from the ownership and operation of the Premises by Tenant exclusive of (i) deposits until same are forfeited by the person making the deposit; (ii) insurance loss proceeds which are applied toward restoration of improvements or which are paid over to a mortgagee or otherwise are not retained by Tenant; (iii) any award or payment made by a governmental authority in connection with the exercise of any right of eminent domain, condemnation, or similar right or power.

(m) "Improvements" shall mean any and all buildings, pavements, fixtures, permanently affixed equipment, signs, landscaping, facilities, utilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed on or offsite in connection with the Premises and all additions, alterations, modifications, renovations, and replacements thereto.

(n) "Indemnitees" shall mean Landlord; Moyer & Associates; Calvin, Giordano & Associates, Inc; Weiss Serota Helfman Pastoriza & Guedes, P.A. and their respective





shareholders, administrators, officers, officials, directors, agents, and employees as well as their respective successors and assigns.

(o) "Inspection Completion Date" shall mean a date that is ninety (90) days following the Effective Date.

(p) "Lease" or "Agreement" shall mean this Agreement of Lease, including any supplements, modifications or amendments thereof.

(q) "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each anniversary thereof.

(r) "Memorandum" shall mean a memorandum of this Lease in the form of Exhibit C to be recorded in the Public Records of Broward County, Florida.

(s) "Parcel" shall mean the real property as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all drains, culverts, ditches and catch basins located thereon, subject to non-exclusive easements and rights-of-way of record.

(t) "Permitted Change" shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements; (iv) a change required by the failure of the Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements; and (v) a change which is made to correct inconsistencies in various plans and specifications.

(u) "Permitted Uses" shall mean the permitted uses which may be made of the Premises pursuant to Section 5 of this Lease.

(v) "Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

(w) "Phase I Completion Date" shall mean June 1, 2004.

(x) "Phase II Completion Date" shall mean the earlier of June 1, 2004 or one year after the Phase II Improvements are commenced.

(y) "Phase I Improvements" shall mean the construction of 40,000 (or more as determined by Tenant) square feet of usable area including all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.



(z) "Phase II Improvements" shall mean the construction of the remainder of the Improvements contemplated by the Conceptual Plan including, but not limited to, the swimming pool facility as well as all pavements (roadways, parking lots and sidewalks), signs, landscaping, facilities, utilities (both above ground and below ground), on or offsite necessary for the use and occupation thereof.

(aa) "Phase I Start Date" shall mean a date which is thirty (30) days after the earlier to occur of (i) the date Tenant obtains its Applicable Approvals for the construction of the Proposed Improvements or (ii) the Governmental Approval Date.

(bb) "Phase II Start Date" shall mean June 1, 2003.

(cc) "Premises" shall mean the Parcel together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

(dd) "Proposed Improvements" shall have the meaning set forth in Section 7(c) of this Lease.

(ee) "Rent" shall mean the Base Rent and any Additional Rent.

(ff) "Security" shall mean, as applicable, the "Phase I Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase I Improvements are completed as set forth in Section 6(b) hereof, or the "Phase II Security" (hereinafter defined) to be held by Landlord from the date delivered to Landlord through the date the Phase II Improvements are completed as set forth in Section 6(b) hereof. The Phase I Security and Phase II Security shall be equal to the funds contributed by Tenant toward the construction of the respective phase of Improvements ("Tenant's Equity") and shall be deposited in cash in an interest bearing account (such interest to be for the benefit of Tenant unless this Lease is terminated and Landlord is entitled to the Security as set forth in Section 31 hereof). The account containing Tenant's Equity shall be collaterally assigned to Landlord pursuant to an agreement reasonably acceptable to Landlord and Tenant and such funds shall be disbursed to Tenant in payment of the cost of construction of the applicable Improvements as such costs are incurred.

(gg) "State" shall mean the State of Florida.

(hh) "Surviving Obligations" shall mean upon the termination of this Lease as provided in Section 7, the obligations of Tenant (i) as set forth in Section 7(b), (ii) to pay Rent which is due and unpaid through the effective date of such termination (prorated through the date of such termination) to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) pursuant to the



provisions of Section 18 (Indemnity) for matters arising prior to the date of termination of this Lease, and (v) set forth in Section 30 (Environmental Compliance).

(ii) "Tenant" shall mean Young Men's Christian Association of Broward County, Florida, Inc., a Florida non-profit corporation, its successors and assigns as permitted by this Lease.

(jj) "Title Company" shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease.

(kk) "Termination Date" shall mean the date as set forth in Section 3 of this Lease.

(ll) "Term of this Lease" or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

## SECTION 2. LETTING.

(a) Let. Landlord hereby lets to Tenant and Tenant hereby hires and takes from Landlord the Premises.

(b) Uses. Tenant agrees to operate the Premises only for the uses permitted pursuant to this Lease provided, however, Tenant shall, subject to the terms of this Lease, make the Premises available to the public, without discrimination; and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Premises. Without limiting the foregoing, at all times during the Term of the Lease, Tenant shall (1) allow all residents of the County the same access to the Premises and its facilities as residents of City of Weston, and (2) provide for all fees for entry to and use of the Premises and its facilities to be uniform for all residents of the County and the City of Weston (provided, however, subject to applicable governmental requirements, nothing contained herein shall limit the right of Tenant to institute a different fee structure for different groups of residents such as, for example, senior citizens or children). All charges shall be substantially consistent with other similar facilities operated by Tenant in other parts of the County.

(c) Restrictions. To the best of Landlord's knowledge, Exhibit D attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on Exhibit D and Tenant agrees to assume all risks relative thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant's interest in this Lease).

(d) Reservation of Easements; Cross Access and Parking Easements. Provided that same do not materially adversely interfere with or materially adversely impair the use of the



Parcel for the Permitted Uses, Landlord, in its sole and absolute discretion, may reserve such non-exclusive easements on the Premises as may now or in the future be necessary to serve the Premises or other real property owned by Landlord, and Tenant agrees to take the Premises subject to and/or to grant (as provided in this Lease) said non-exclusive easement requirements and, upon Landlord's request, promptly execute such documents as may be necessary to effectuate such non-exclusive easements and, to the extent that such easement is for the benefit of Tenant, Tenant agrees to assume all risks relative thereto. Additionally, as the Premises is located within Landlord's 102 acre park, the parties shall enter into mutually acceptable cross access and parking easements in order to provide Tenant access and parking as necessary for the use and operation of the Premises as contemplated by this Lease.

(e) As Is. Except as may be otherwise provided in this Lease the:

(1) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(2) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(3) **Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose.** Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant's purposes; and

(4) Premises and all components thereof, are hereby demised in "AS IS CONDITION" and "WITH ALL FAULTS."

Following the Effective Date, Tenant shall **ASSUME ALL RISKS** with respect to the condition of the Premises and of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease and except for matters arising from the action of Landlord, its agents or employees occurring prior to the Effective Date and except also as may otherwise be set forth elsewhere in this Lease. From and after the Effective Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations. subject to Sections 15 and 16 of this Lease regarding casualty and condemnation of the Premises, respectively. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any rentals hereunder on account of the condition of the Premises or because





of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including without limitation Landlord.

(f) Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term, subject to the rights of Landlord to enter upon and use the Premises pursuant to the terms and conditions of this Lease specifically including, but not limited to, Landlord's rights under Section 11 hereof entitled "Use of Premises by Landlord."

### SECTION 3. TERM.

(a) Initial Term. The initial term ("Initial Term") of this Lease shall commence on the Effective Date and shall terminate on the last day of the twenty-fifth (25th) Lease Year of this Lease ("Termination Date"), unless sooner terminated as provided herein. The parties acknowledge and agree that it is their intent that the Premises be utilized for public parks and recreational purposes for a minimum of twenty-five years.

(b) Renewal Options. Provided that Tenant is not in default under this Lease, Tenant shall have the option to extend the Initial Term of this Lease for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Tenant shall exercise its option to renew by giving Landlord written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Term or the Renewal Term then in effect, as the case may be. If Tenant fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed, terminated and shall be of no further force or effect without any further action or notice required on the part of Landlord; provided, however, before such termination becomes effective, Landlord shall first make a good faith effort to notify Tenant of Tenant's failure to timely exercise an option to renew and Tenant shall then have fifteen days from receipt of Landlord's notice within which to provide the notice of exercise of such renewal which, if then timely provided, shall be deemed an effective renewal of this Lease. All of the terms and conditions of this Lease shall remain in full force and effect during any Renewal Term(s). If Tenant exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Term of this Lease, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."





**SECTION 4. RENT.**

(a) **Base Rent.** Landlord hereby acknowledges receipt of payment from Tenant of the Base Rent for the Initial Term. Base Rent for any Renewal Terms(s) shall be paid at the time Tenant exercises its option with respect to each Renewal Term.

(b) **Expenses.** It is understood and agreed by and between the parties hereto that from the Effective Date all costs, expenses, taxes (except income taxes and the like, if any owed by Landlord), special assessments and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be made by Tenant in accordance with the terms and provisions hereof and, in no case, later than when such payment is due and payable to the payee.

(c) **Licenses, Fees and Taxes.** Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses. To the extent permitted by law Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

(d) **Proration.** Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Effective Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Effective Date and the Termination Date.

(e) **Utilities.** From and after the Effective Date Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency.

(f) **Additional Rent.** If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be and become Additional Rent payable within thirty (30) calendar days after written demand therefor.



(g) Late Payments - Interest. Landlord shall be entitled to collect interest at the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of Landlord to enforce other provisions herein and to pursue other remedies provided by law.

(h) Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Weston," and shall be paid to Landlord at 2500 Weston Road, Suite 101, Weston, Florida 33331, or to such other office or address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

#### **SECTION 5. RIGHTS AND USES OF TENANT.**

(a) Permitted Uses. Tenant shall be permitted to utilize the Premises for the following uses ("Permitted Uses"), to wit:

(1) Recreational uses for which Landlord has give its prior written consent, such consent not to be unreasonably withheld taking into account the terms and conditions of this Lease as well as the needs and desires of the residents of the City of Weston. As of the Effective Date, Landlord approves those uses set forth on Exhibit E attached hereto and made a part hereof. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any use of the Premises that violates applicable laws including, but not limited to, the Code of Ordinances of the City of Weston.

(2) Such other compatible uses as permitted under applicable law for which Landlord has given its prior written consent in its sole discretion.

(b) Prohibited Uses. Tenant shall be expressly prohibited from utilizing the Premises for the following:

(1) Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in Ordinance No. 1999-19 of the City of Weston or any successor legislation thereto.

(2) The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises in connection with special events conducted on the Premises, to the extent permitted under applicable law, or (ii) as may otherwise be approved in writing by Landlord.

(3) Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.





- (4) Any use of the Premises for residential purposes or living quarters of any kind whatsoever.
- (5) Any use which is not a Permitted Use as set forth in Paragraph 5(a) above.
- (6) Any use prohibited by law.

**SECTION 6. CONSTRUCTION BY TENANT.**

(a) **Phased Construction.** It is intended that the Premises will be developed in two (2) phases as shall be shown on the Conceptual Plan (i.e., Phase I and Phase II). In connection with the development of the Premises, the parties agree that:

(1) Landlord will assign to Tenant Landlord’s right to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant.

(2) The Conceptual Plan attached hereto as Exhibit B is hereby approved by the parties. Any material modifications to the Conceptual Plan shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion, it being expressly understood by Tenant that the approval of the Conceptual Plan and any modifications thereto are material to Landlord’s lease of the Premises to Tenant.

(3) Upon Tenant’s written request, Landlord, in its reasonable discretion, shall join in such easements, easement vacations or modifications, subdivision requirements and such other documents as may be necessary for Tenant to develop the Premises in a manner permitted hereunder provided, however, that such joinder by Landlord shall be at no cost to Landlord (other than its costs of review) and the location and form of such easements shall be acceptable to Landlord in all respects. Landlord’s joinder in such documents may be conditional upon Tenant’s agreement to perform Landlord’s obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord’s joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance acceptable to Landlord in all respects in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord’s request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

(b) **Schedule for Development of Premises.** Tenant hereby agrees that the development of the Premises shall be performed and completed in accordance with the schedule to be set forth on Exhibit G hereto. Said schedule for development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. The schedule shall be prepared by Tenant





and submitted to Landlord not later than the expiration of the Inspection Completion Date. At a minimum the schedule for development shall include dates relative to the submission of plans and specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Premises in multiple phases. Tenant agrees to complete the required actions by the dates set forth in the schedule, it being expressly agreed that the Phase I Improvements shall be commenced by the Phase I Start Date and completed by the Phase I Completion Date and the Phase II Improvements shall be commenced by the Phase II Start Date and completed by the Phase II Completion Date (subject to the satisfaction, in the case of the Phase II Improvements, of the "Grant Contingency" as set forth on Exhibit G). In order to comply with the Phase I Start Date and the Phase II Start Date, Tenant must obtain a building permit(s) for at least fifty percent (50%) of the Phase I Improvements and the Phase II Improvements, respectively. In order to comply with the Phase I Completion Date and the Phase II Completion Date, Tenant must have achieved "Substantial Completion" of the Phase I Improvements and the Phase II Improvements, respectively. For purposes of this Agreement, "Substantial Completion" shall mean the date upon which (i) a permanent certificate of occupancy or use, as applicable, has been issued by the appropriate governmental authority with respect to the Phase I Improvements and the Phase II Improvements, or (ii) Tenant can occupy and utilize the Phase I Improvements or Phase II Improvements, as applicable, for their intended use. Time is of the essence with respect to all dates set forth in the schedule for development and such dates shall not be altered, modified, or extended without the prior written consent of Landlord, which consent may be withheld by Landlord in its reasonable discretion, it being expressly understood by Tenant that the timely development of the Premises is material to Landlord's lease of the Premises to Tenant. Notwithstanding the foregoing, Landlord, in its sole discretion, shall not be required to consent to any alteration, modification or extension of the development schedule if such will result in any cost or expense to Landlord.

(c) Approved Plans. During the development of the Improvements by Tenant, prior to commencement of any construction Tenant shall submit to Landlord for review and approval, plans and specifications including a site plan consistent with the Conceptual Plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements (other than interior improvements) for Landlord's written approval which shall not be unreasonably withheld or delayed. Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such plans and specifications within thirty (30) calendar days of receipt of request for same, it being understood that Landlord's review and approval of the plans and specifications including the site plan are from the perspective of a land owner, not a governmental entity, and need not be based upon, or limited to, governmental requirements. Once any plans and specifications receive the written approval of Landlord, such plans and specifications shall be deemed "Approved Plans." The approval by Landlord of the Conceptual Plan and any plans, specifications, site plans, designs or other documents submitted to Landlord pursuant to the terms and conditions of this Lease shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefor shall at all times remain with Tenant, and (b) the approval of Landlord in its capacity as a governmental authority, it being expressly understood that Tenant is subject to all applicable ordinances, rules, regulations and procedures





of the City of Weston and that Tenant shall have the responsibility, at its sole cost and expense, to obtain all Governmental Approvals applicable to the development of the Premises including, but not limited to Landlord's site plan review and approval procedures and applicable building codes.

The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be reasonably required by Landlord. No changes or alterations (other than Permitted Changes) shall be made to any Approved Plans, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

(d) Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

- (1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;
- (2) Be designed for use for only those purposes permitted under Section 5, hereof;
- (3) The Improvements to be constructed upon the Premises shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by Landlord to be a hazard to highway or non-highway users;
- (4) Comply with the Approved Plans;
- (5) Comply with the terms and provisions of this Lease; and
- (6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

Landlord may refuse to grant approval if, in its opinion, the proposed facilities as shown on such plans and specifications will fail to meet the criteria set forth above.

(e) Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities, whether such utilities are located at the Premises or on adjacent property, including but not limited to water, sewer, telephone, or electric.

(f) Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.



(g) Consultation. If requested by Landlord, Tenant and its architect/engineer and contractor shall meet with Landlord in periodically scheduled meetings to assess the current status of completion.

(h) Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

(i) Liens. Tenant hereby represents, warrants and covenants to Landlord that the fee simple title to the Premises and the Improvements shall be at all times free and clear of all liens, judgments, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease. If any lien, notice of lien or judgment shall be filed against the fee simple title of the Premises or the Improvements or both created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

(j) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans.

(k) Required Governmental Permits and Approvals. Tenant, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, including but not limited to departments, divisions or offices of the State of Florida, County, City of Weston, and the federal government. Tenant shall also pay all impact and concurrency fees associated with its development of the Premises.



(l) ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

(m) Additional Improvements. Tenant may, at its own expense, and at any time, construct, demolish and/or reconstruct additional buildings or structures on any portion of the Premises and make such alterations, additions or changes, structural or otherwise, in and to the Improvements as Tenant may deem necessary or suitable provided that such Improvements are consistent with the Conceptual Plan. Tenant may at any time raze or remove the whole or any part of the Improvements at any time standing upon the Premises provided that if it does so during the Term it will without unnecessary delay replace that which is demolished with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall contain a minimum of the same square footage of the originally constructed Improvements unless otherwise agreed to in writing by Landlord. Any additional improvements are subject to all terms and conditions of this Lease including, but not limited to, the provisions of this Section 6.

(n) Installation of Modular Units. Commencing upon the Effective Date of this Lease and terminating as set forth in the next sentence, Tenant shall have the right to install, maintain, operate, and occupy modular units upon the Premises on a temporary basis, subject to Tenant, at its sole cost and expense, obtaining all governmental approvals applicable to the installation, maintenance, operation, and occupancy of the modular units including, but not limited to Landlord's site plan review and approval procedures and applicable building codes. Tenant's right to install, maintain, operate, and occupy modular units upon the Premises shall terminate upon the earlier to occur of (i) the issuance of a temporary certificate of occupancy or use for the Improvements or any portion thereof, or (ii) the first day of the third Lease Year. The rights granted to Tenant under this Section 6(n) are subject to all other terms and conditions of this Lease.

#### **SECTION 7. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.**

(a) Inspection Completion Date. Landlord and Tenant hereby acknowledge that Tenant has not yet had an opportunity to complete its required due diligence and fully review and evaluate this transaction. If on or before 5:00 p.m. on the Inspection Completion Date, Tenant determines, in its sole and absolute discretion, that Tenant does not desire to lease the Premises, then Tenant shall have the right to give written notice to Landlord electing to terminate this Lease, provided such notice is delivered to Landlord prior to 5:00 p.m. on the Inspection Completion Date, whereupon (i) this Lease shall terminate (ii) all Rent previously paid by Tenant to Landlord shall be returned to Tenant, and (iii) the parties shall be released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations. In the event Tenant elects to terminate this Lease prior to the end of the Inspection Completion Date, Tenant will provide Landlord with copies of any written reports or studies which it has obtained in connection with its investigation of the Premises other than information which is proprietary in nature to Tenant. In the event that Tenant does not terminate this Lease as set forth in this Section 7(a), then the contingency set forth in this Section 7(a) shall





be deemed satisfied or waived by Tenant, and the parties shall promptly record the Memorandum.

(b) Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Tenant's inspections in connection with the Premises including all loss, cost or expense related to the removal, remediation, and/or disposal of any "hazardous substance" (as hereinafter defined). If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

(c) Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development consistent with the Conceptual Plan ("Proposed Improvements") and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development of such Proposed Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall not be required thereto to expend any sums in connection with such assistance (other than its review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform Landlord's obligations thereunder, which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord, Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. If this Lease is terminated pursuant to Section 7(d), then upon Landlord's request, Tenant shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Tenant, with respect to the Governmental Approvals. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.





(d) Applicable Approval Condition. It shall be a condition precedent to Tenant's obligations under this Lease that on or before the Governmental Approval Date, Tenant shall have received all Applicable Approvals with conditions reasonably acceptable to Tenant. In the event that Tenant shall not have received all Applicable Approvals with conditions reasonably acceptable to Tenant on or before the Governmental Approval Date, Tenant, at its option, shall have the right to elect (i) to waive in writing the condition with respect to Applicable Approvals, whereupon Tenant shall proceed to develop the Phase I Improvements, or (ii) to terminate this Lease upon written notice to Landlord, whereupon this Lease shall terminate and the parties released of all further obligations each to the other under this Lease, except Tenant shall not be released of its Surviving Obligations.

(e) Title Review. Tenant shall have the right to review title and survey matters pertaining to the Premises and shall, prior to the end of the Inspection Completion Date, notify Landlord in writing ("Title Objection Notice") of any matters of record pertaining to the Premises adversely affecting the marketability (as determined by the standards adopted by The Florida Bar) of title to the Premises or affecting the ability of Tenant to utilize the Premises and develop the Proposed Improvements thereon ("Title Defects"). Within sixty (60) days of the Title Objection Notice ("Title Cure Period"), Landlord shall notify Tenant as to the title matters which Landlord has cured, the title matters Landlord agrees to cure and the matters which Landlord will not cure, recognizing that Landlord has no obligation to cure any Title Defect which exists as of the Effective Date. The matters which Landlord has cured and the matters which Landlord agrees in writing to promptly cure are collectively referred to as the "Agreed Cure Matters." Landlord shall notify Tenant in writing as to which Title Defects remain uncured or are not Agreed Cure Matters on or before the end of the Title Cure Period and unless Landlord cures all Title Defects within sixty (60) days of the Title Objection Notice, Tenant, at Tenant's option, may: (i) elect to accept title to the Premises subject to the Title Defects without any adjustment to the Rent (in which event the remaining Title Defects shall be deemed acceptable matters of title); or (ii) terminate this Lease by written notice thereof to Landlord, whereupon this Lease shall be terminated, and both parties shall thereafter be released from all further obligations hereunder, except Tenant shall not be released of its Surviving Obligations.

On or before the end of the Inspection Completion Date, Landlord shall provide Tenant with a gap, party-in-possession and mechanics' lien affidavit in form reasonably acceptable to the Title Company to permit the Title Company to insure against exceptions in the title insurance commitment obtained by Tenant ("Commitment") with respect to the mechanic's liens, parties in possession and adverse matters first appearing in the Public Records on a date subsequent to the effective date of the Commitment and prior to the recording of a Memorandum created by or through Landlord, recognizing that Landlord's affidavit will except matters related to Tenant's activities on the Premises permitted by this Section 7. Landlord agrees that it will not take any action after the Effective Date which shall adversely affect the status of title to the Premises.



**SECTION 8. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS.**

(a) **Payment and Performance Bond.** Tenant agrees that before commencing any work or construction with a cost in excess of \$500,000, Tenant shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed, (2) a form and substance acceptable to Landlord, and (3) compliance with the requirements of Chapter 255, Florida Statutes. Tenant shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

(b) **Contractor Indemnity.** Tenant, in its general construction contract, shall require the general contractor to indemnify and hold the Indemnitees harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

(c) **Comprehensive General Liability Insurance.** Tenant, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

(d) **Insurance Requirements for Construction Contracts.**

(1) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.



C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Indemnitees shall be expressly included as additional insureds as their interests may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to Landlord thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(e) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

(f) Requirements During the Term. The foregoing requirements set forth in this Section 8 shall be applicable during the Term of this Lease.

#### **SECTION 9. GROSS REVENUES.**

(a) Use of Gross Revenues. Landlord acknowledges and agrees that, in accordance with the by-laws of Tenant, a portion of any surplus Gross Revenues generated from the operation of the Premises by Tenant shall be reserved by Tenant for use in connection with the Premises and the remainder of such surplus will be available for use in connection with the Premises as well as being available to be utilized by Tenant for general administrative and overhead obligations of Tenant and the operation of other facilities owned, leased and/or operated by Tenant in other portions of the County. Tenant shall have the right, in its sole discretion within the limitations imposed by its by-laws, to direct the use of Gross Revenues for the foregoing purposes. Tenant acknowledges and agrees that from time to time, as Tenant may reasonably determine to be economically viable, Tenant shall upgrade or expand existing programs and facilities at the Premises and/or incorporate and add new programs and facilities as may benefit the citizens of Weston and the community at large, in consultation with appropriate





representatives of Landlord in accordance with the intent of the parties with regard to programs and services as set forth in Section 10 of this Lease.

(b) Delivery of Audit; Right to Inspect. Tenant will furnish to Landlord audited statements from Tenant of the Gross Revenues and Expenditures with respect to the Premises within forty-five (45) days after the close of each applicable fiscal year of Tenant. In order to ensure Tenant's compliance with Section 9(a) as well as any other term, covenant and/or condition under this Lease, Landlord shall have the right at any time during business hours, and upon forty-eight (48) hours' prior notice to Tenant, to inspect and/or audit, or cause to be inspected and/or audited by Landlord and/or a certified public accounting firm selected by Landlord ("Landlord's CPA Firm"), the business records, bookkeeping and accounting records, sales and income tax records and returns and any other records of Tenant with respect to the Premises including the books and records of Tenant. Tenant shall fully cooperate with Landlord and Landlord's CPA Firm. If any inspection or audit discloses that the Gross Revenues are not being used as required by Section 9(a) herein, such shall be deemed a material default hereunder entitling Landlord to exercise its rights and remedies as set forth in Section 21 hereof. Further, if such inspection or audit is made necessary by Tenant's failure to furnish reports or supporting records as herein required, or to furnish such reports, records or information on a timely basis, or if default occurs under this Section 9, then Tenant shall reimburse Landlord for the cost of such audit or inspection, including, without limitation, the actual reasonable costs and expenses of Landlord's CPA Firm, attorneys and compensation of Landlord's employees. The foregoing remedies shall be in addition to Landlord's other rights and remedies under this Lease and/or applicable law.

#### **SECTION 10. PROGRAMMING AND OPERATIONAL REQUIREMENTS OF TENANT.**

(a) Programs and Services. Tenant shall provide a variety of general recreational programs and services for children, teens, families, adults, and senior citizens residing in the City of Weston in particular and County in general. The initial mix of programs and services to be provided by Tenant is shown on the brochure provided by Tenant attached hereto as Exhibit E and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, replace, substitute and/or terminate such programs and services; it being the intent of the parties that the programs and services meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties. At other times during the Term of the Lease, Tenant may also add new programs and services upon reasonable notice to Landlord, and Landlord's consent shall not be required provided that such new programs and services are of a general recreational nature and satisfy the foregoing intent of the parties. The prior written consent of Landlord shall be required in each instance where a new program or service, or a modification, alteration, variance, supplement, replacement, and/or substitution of an existing program or service is of a non-recreational nature. By way of example, a program that is political in nature or a gun show would require Landlord's prior written consent. In those instances where Landlord's consent is required under this Section 10(a), it may be withheld in Landlord's sole and absolute discretion.



(b) **Operating Schedule.** Tenant shall provide its programs and services on a seven (7) day a week basis except for any holidays as approved by Landlord. A schedule of the initial intended days and hours of operation is also shown on Exhibit E attached hereto and by this reference made a part hereof. During the Term of the Lease, Tenant shall provide Landlord with its replacement of said brochure on a semi-annual basis (or such other basis as determined by Tenant), which submission of the brochure shall serve to, modify, alter, vary, supplement, increase and/or decrease the days and hours of operation; it being the intent of the parties that the days and hours of operation meet the needs and desires of the of the residents of the City of Weston as mutually determined by the parties.

(c) **Mutual Cooperation.** The parties further agree to mutually cooperate with each other on a program by program and service by service basis, if necessary, during the Term of this Lease relative to the provision of individualized programs and service needs including operating schedule modifications in order to effectuate the intent of the parties as expressed herein, and taking into account the economic feasibility of providing such programs and services as reasonably determined by Tenant and Landlord.

(d) **Quality of Services.** Tenant shall conduct its operations in a business-like manner and shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of other facilities operated by Tenant which are, as of the, Effective Date, "state-of-the-art" (for example, the YMCA facility located in Boynton Beach, Florida) or the JCC facility located in Davie, Florida and otherwise in accordance with applicable law and the provisions of this Lease.

#### **SECTION 11. USE OF PREMISES BY LANDLORD.**

(a) **Programs and Services.** Subject to the mutual agreement of the parties as to scheduling and space availability only, Landlord has the right to use portions of the Premises for programs and services offered by the City of Weston ("City Programs and Services") without charge to Landlord except as provided in Section 11(d) below. If Landlord desires to use the Premises for City Programs and Services as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Programs and Services, the requested scheduling and space requirements thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested scheduling and space availability for City Programs and Services conflict with Tenant's scheduled programs and services and/or programs and services planned to be implemented by Tenant; provided, however, the nature of the City Programs and Services shall not compete directly with those of Tenant or have a materially adverse effect on the status or reputation of Tenant. If Tenant properly and timely disapproves Landlord's request in accordance with this Section 11(a), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative scheduling and space availability acceptable to Tenant for the requested City Programs and Services. Once Tenant provides its approval for a City Program or Service, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms



acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during City Programs and Services caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from City Programs and Services.

(b) City Events. Subject to the mutual agreement of the parties as to scheduling only, Landlord has the right to use the Premises or any portion thereof for City of Weston events ("City Events") for up to five (5) days per calendar year, without charge to Landlord except as provided in Section 11(c) below. If approved by Tenant, some or all of the days allocated to City Events may require that no activities may be carried on at the Premises other than the scheduled City Event. If Landlord desires to use the Premises for City Events as set forth herein, Landlord shall provide Tenant with notice thereof specifying the nature of the City Event and the requested date(s) thereof; provided, however, Tenant's approval or disapproval of Landlord's request shall be based solely upon whether requested date(s) for a City Event conflict with Tenant's scheduled events and not the nature of the City Event. If Tenant properly disapproves Landlord's request in accordance with this Section 11(b), Tenant shall provide Landlord with notice to that effect and said notice shall also specify alternative date(s) acceptable to Tenant for the requested City Event. Once Tenant provides its approval for a City Event, such approval shall be deemed final and conclusive. Said approval cannot be withdrawn or revoked by Tenant except upon the express written consent of Landlord in each instance which consent may be withheld by Landlord in its sole and absolute discretion or conditioned upon terms acceptable to Landlord. Landlord shall be responsible to repair any damage to the Premises occurring during a City Event caused by the City, its officials, employees, independent contractors, agents, guests and invitees. City shall name Tenant as an additional insured on insurance policies which shall be obtained by Landlord for a City Program or Service provided at the Premises. Further, subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, Landlord holds harmless and agrees to defend Tenant from and against any and all manner of loss, cost, damage, claim and demand for personal injury and property damage resulting from a City Event.

(c) Operating Costs. Landlord shall be responsible and pay for all operating costs directly attributable to any City Programs and Services and City Events including, but not limited to, electricity, water, security and trash collection services. Landlord shall make such payments directly to the service provider or Tenant as applicable

(d) Revenues. Landlord shall be entitled to all revenues generated from City Programs and Services and City Events. Landlord may solicit sponsors for City Programs and Services and City Events.

## **SECTION 12. OBLIGATIONS OF TENANT.**

(a) Garbage. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy



of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When effecting removal of all such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in the County.

(b) Waste. Tenant shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

(c) Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors which would constitute a real nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or otherwise prohibited by applicable law.

(d) Derelict Vehicles. Tenant shall not cause the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a state license tag. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

(e) Signs. Tenant shall have the right to install directional signage and monument and other signage identifying Tenant's name and/or project within the Premises, provided that such signage is approved by all applicable governmental authorities having jurisdiction. Any exterior signage other than as aforesaid shall require the approval of Landlord. Notwithstanding anything herein to the contrary, billboard signs are expressly prohibited.

### **SECTION 13. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.**

(a) Comply with Governmental Requirements. Tenant shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises (other than as may be required specifically in connection with City Programs and Services or a City Event, which compliance shall be the obligation of Landlord at Landlord's sole expense). A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise and all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by Landlord to the application to itself of such requirements or any of them.





(b) Entry. Tenant agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises. This right of entry, inspection and testing shall impose no duty on Landlord to take any such action and shall impart no liability on Landlord should it not take any such action.

#### **SECTION 14. MAINTENANCE AND REPAIR.**

(a) Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements and capital improvements whatsoever on the Premises (which shall include, without limitation, all buildings and improvements thereon such as access roads and drives, parking areas and landscaping), whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise provided, however, Tenant shall have the right to develop and redevelop the Premises as permitted pursuant to the terms of this Lease and, further provided, that Tenant shall not be obligated to repair or replace any portion of the Premises which is damaged as the result of the use by third parties of easements which encumber the Premises and which easements benefit other property except to the extent such damage is caused by Tenant or its employees, members, patrons, invitees, agents, servants and independent contractors. Maintenance, repairs, replacements and capital improvements shall be in quality and class comparable to similar properties, to preserve the Premises in good order and condition.

During the Term, Tenant shall be required to keep all buildings and other improvements in good, tenantable, useable condition throughout the Term of this Lease (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality thereof, Tenant shall:

- (1) Keep the Premises at all times in a clean and orderly condition and appearance.
- (2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (3) Maintain all paved areas in good condition so that they can be used for the intended purposes consistent with other paved roads, drives and parking areas of similar building complexes in the County area.
- (4) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises.





(5) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises which are controlled by Tenant.

(6) Provide adequate security for the Premises and all portions thereof for the purpose of protecting persons and property, except while the Premises are being used for a City Program or Service or a City Event.

(b) During the Term of this Lease, the painting of the Improvements or any portion thereof in a color other than the color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

(c) During the Term of this Lease, the repair or replacement of the roof or any portion thereof in a material and/or color other than the material and/or color originally approved by Landlord in the Approved Plans shall require the prior written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion.

**SECTION 15. INSURANCE REQUIREMENTS FOR TENANT.**

(a) Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000) and also against the following hazards and risks:

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

(b) Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than an additional \$4,000,000); provided, however, if at any time during the Term of this Lease Tenant installs a swimming pool as part of the Improvements, upon the date a certificate of occupancy is issued for the swimming pool, the comprehensive general liability insurance required hereunder shall be increased to an aggregate amount of not less than Ten Million Dollars (\$10,000,000) per occurrence, combined single limit (which requirement may be satisfied by a primary policy of not less than \$1,000,000 and an umbrella policy of not less than \$9,000,000). Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General



Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

(c) Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

(d) Environmental Liability Insurance in the amount of Five Million Dollars (\$5,000,000) per claim, subject to a maximum deductible of Twenty Five Thousand Dollars (\$25,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown preexisting conditions as of the Effective Date). Such policy shall include a Five Million Dollar (\$5,000,000) annual policy aggregate naming the Indemnitees as additional named insureds as their interests may appear.

(e) Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

(f) Certificates. Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article as of the Effective Date of this Lease provided the coverage set forth in Section 15(a) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals thereof shall name the Indemnitees as additional insureds as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Leasehold Mortgagee(s), and Landlord (as their interests may appear), except as otherwise provided in Section 16 hereof.

(g) Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

(h) Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.



(i) **Review of Coverage.** The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by similar quality projects in the County.

(j) **Service of Process.** The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

(k) **Continued Obligations.** Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

#### **SECTION 16. DAMAGE TO OR DESTRUCTION OF PREMISES.**

(a) **Removal of Debris.** If the Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

(b) **Minor Damage.** If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Tenant and, if such damage is covered by Tenant's, insurance, the proceeds thereof shall be made available to Tenant or its mortgagee (as applicable) for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If Improvements located on the Premises shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected Leasehold Mortgagee, then:

Tenant shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Tenant or its mortgagee (as applicable) for that purpose. Rent shall equitably abate from the date of such casualty until such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 29 hereof.





To the extent Landlord is entitled to approve the plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Agreement, including without limitation, Section 6 hereof.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty as to render the Premises untenable or unusable, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate the Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the Mortgage(s) affecting such property. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately and assign to Landlord (or if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s).

#### **SECTION 17. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.**

(a) **General.** There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Premises which is appropriate (including the estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give Landlord this discretion, but at the same time, reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

(b) **Rights and Obligations Related to Transfer of Property for Other Public Purposes.** Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

(c) **Total – Permanent.** If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, the Lease shall terminate upon the date that possession is surrendered to the



condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Leasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

(d) Partial – Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. The Base Rent shall be reduced by an equitable amount based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent forgone by Landlord under this Subsection 17(d).

(e) Total – Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Leasehold, Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(f) Partial – Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Leasehold Mortgagee.

(g) Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the



condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 17, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

#### **SECTION 18. INDEMNITY.**

Tenant shall, subject to the terms of this Lease, at all times hereafter indemnify, hold harmless and defend the Indemnitees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, contractors, subcontractors, consultants, agents, servants, or officers, or accruing, resulting from, or related to Tenant's use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnitees with counsel reasonably acceptable to the Indemnitees in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnitees. In connection with any defense by Tenant, Indemnitees shall have the right to consent to any settlement of same; provided that such consent shall not be unreasonably withheld. Tenant and Indemnitees shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### **SECTION 19. RIGHTS OF ENTRY RESERVED.**

(a) Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last six months of the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" signs, which signs Tenant shall permit to remain without molestation.

(b) Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises



at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable.

(c) **Minimum Disruption.** Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant.

(d) **No Eviction.** The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

(e) **Police Powers.** Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

#### **SECTION 20. ASSIGNMENT; SUBLETTING AND MORTGAGING.**

(a) **Assignment.** Tenant may not sell, convey, transfer or assign (all of the foregoing being deemed as an "Assignment") its interest in the Premises and the Improvements, or any portion thereof without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion), and further provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until Landlord has consented to such Assignment, there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment, then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership or power to vote a majority of the outstanding voting stock thereof from those controlling the power to vote such stock on the date of the Lease, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners) of greater than a majority of such partnership or joint venture interest from the interest of such partnership or joint venture on the date of the Lease.

The foregoing restrictions on Assignment shall not apply to the following types of Assignment, which Assignments shall not require the consent of Landlord: (i) any assignment as





collateral of Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof or assignment subsequent to such foreclosure by the foreclosing lender to a new operator of the Premises provided that such lender has complied with the terms and conditions of this Lease and, further provided, if such new operator is a not a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value or (ii) the merger of Tenant with another Young Men's Christian Association organization which then agrees to assume the obligations of Tenant under this Lease.

(b) **Subletting.** Tenant may not sublet portions or the whole of the Premises and the Improvements, or grant licenses or concessions thereat without the prior written consent of Landlord (which consent may be withheld by Landlord in its sole and absolute discretion). The following terms and conditions shall apply in each instance where Landlord has consented to a sublease:

(1) Each such sublease shall contain a self-operative provision that it is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such sublessee.

(2) No sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such sublease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

(3) The form of such sublease shall be subject to the review and approval of Landlord and shall, at a minimum, contain all of the material provisions of this Lease with respect to the obligations of Tenant.

(c) **Leasehold Mortgage.** Provided Tenant is not otherwise in default of this Lease at such time, Tenant shall have the right to mortgage, assign, pledge or hypothecate this Lease as security for financing of the construction of the Improvements in an amount not to exceed the cost of the Improvements ("Leasehold Mortgage") provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease. In addition, the Leasehold Mortgage shall be structured such that either (i) no interest or other payments are due prior to completion of construction of the Improvements or (ii) a reserve is establish sufficient to pay all interest and other amounts which will become due during the estimated construction period. If Tenant shall have executed and delivered a Leasehold Mortgage and the holder thereof ("Leasehold Mortgagee") shall have notified Landlord to such effect giving its name and address:

(1) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee of each notice of default given to Tenant under this Lease.



(2) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(3) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time not to exceed six (6) months, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default when such Leasehold Mortgagee has either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease and cure upon obtaining possession.

The provisions of this subdivision 3 are conditioned on the following:

If the Leasehold Mortgagee is an Institution as defined below and within the thirty (30) day period referred to in subdivision 2, it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this subdivision 3, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in subdivision (2), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any



sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision 3 shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default. Notwithstanding anything herein to the contrary, if the Leasehold Mortgagee nominates, assigns, transfers or conveys this Lease to a other than a non-profit corporation or non-profit entity acceptable to Landlord, then Landlord shall have the right to increase the Rent to fair market value as determined by a reputable appraiser selected by Landlord, which fair market value rent may include a base rent and a percentage of gross or net revenues. For purposes of this Lease, an "Institution" shall mean an established bank, trust company, college, real estate investment trust, pension, retirement fund, or such other recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000).

(4) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage and upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the new Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the new Lease hereinafter mentioned, giving credit, however, for any net income actually collected by Landlord from the property, enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease, including any rights of extension thereof, and dated as of the date of termination of this Lease and convey to such holder by quit-claim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of this paragraph shall be self-effectuating without the execution of any further documentation; provided, however, that upon the request of any Leasehold Mortgagee, Landlord shall execute such documentation as such Leasehold Mortgagee may reasonably request effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior



Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages, (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant under the terms of this Lease). The quit-claim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the new Lease shall continue in full force and effect, that upon termination of the new Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quit-claim deed.

Upon the execution and delivery of a New Lease under this section, all subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the purchaser at the foreclosure sale is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder; provided, however, if the assignee is not a non-profit corporation or non-profit entity, Landlord shall have the right to increase the Rent to fair market value as set forth above.

(5) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (a) consent to or accept any voluntary cancellation, termination or surrender of this Lease,





whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (b) materially amend or modify this Lease.

(d) **Confirmation.** Any Leasehold Mortgage shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on leasehold interests shall be self-operative, at the request of any such a Leasehold Mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such Leasehold Mortgagee. In addition, the rights of the Leasehold Mortgagee shall be subject to the provisions of Section 31(c) hereof if an agreement as described therein is executed, the provisions of which agreement shall control in the event of any conflict with this Lease.

(e) **Amendment to Lease.** Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgagees acknowledge and agree that any assignment of its interest as Tenant to any Leasehold Mortgagee does not give the Leasehold Mortgagee or its assignee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Tenant hereunder, (ii) do not impose obligations upon Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

#### **SECTION 21. DEFAULT; TERMINATION.**

(a) **Default.** If any one or more of the following events shall occur, same shall be an event of default under this Lease:

(1) Tenant shall voluntarily abandon the Premises or discontinue its operations on the Premises for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(2) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises or the Improvements or both (other than that created by or through Landlord) is not removed, or if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof, or

(3) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of ten (10) calendar days after written notice is given to make such payments; or





(4) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(5) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(6) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(7) To the extent permitted by law, if Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(8) To the extent permitted by law, if within sixty (60) days after the commencement of any proceeding against Tenant seeking to have an order for relief entered against its as debtor or to adjudicate it a bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, such proceeding is not dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated; or

(9) Any revocation of the tax exempt status of Tenant or suspension thereof for more than one hundred twenty (120) days.

(b) Remedy. Then upon the occurrence of any event set forth in Section 21(a), above, or at any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall pay in full all Rent



and other charges as set forth in this Lease, then due and owing, through the date of termination, Landlord may draw down on and enforce the Security in accordance with this Lease and Tenant shall be liable for all compensatory damages incurred by Landlord in connection with Tenant's default or the termination of this Lease upon such a default, including without limitation, all direct, indirect, and all other damages whatsoever, provided Landlord shall not be entitled to punitive or consequential damages.

(c) **Habitual Default.** Notwithstanding the foregoing, in the event that Tenant has defaulted in the performance of or breached the same obligation three or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual condition of breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period and that any subsequent breaches or defaults of that particular obligation for the balance of such twelve month period, taken with all previous breaches and defaults, shall be considered cumulative and collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default of that particular obligation for the balance of such twelve month period, for which Tenant has been deemed to be a habitual violator, Landlord may terminate this Agreement upon the giving of written notice of termination to Tenant, such termination to be effective upon delivery of the notice to Tenant.

(d) **No Waiver.** No acceptance by Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

(e) The rights of termination described above shall be in addition to any other rights provided in this Lease and in addition to any rights and remedies that the parties would have at law or in equity consequent upon any breach of this Lease (not cured within the applicable cure period) and the exercise of any right of termination shall be without prejudice to any other rights and remedies, subject to any limitations on such remedies otherwise set forth in this Lease.

## **SECTION 22. REMEDIES TO BE NON-EXCLUSIVE.**

(a) **Cumulative Remedies.** All rights and remedies of the parties hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by either party of any failure to perform any of the terms, covenants,





and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

(b) Survival. Upon termination or expiration of this Lease, Landlord and Tenant shall remain liable for all of their respective obligations and liabilities that have accrued prior to the date of termination or expiration.

**SECTION 23. SURRENDER.**

Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Termination Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation accepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to Landlord all keys to the Premises upon surrender. Additionally Tenant shall execute and deliver all documentation reasonably requested by Landlord to transfer Tenant's interest in the Improvements free and clear of all liens, judgments and encumbrances created by or through Tenant as well as all permits and approvals relating to the ownership, use, and operation of the Premises. At least three (3) but not more than six (6) months prior to the Termination Date (or as soon as practicable if this Lease is earlier terminated), Tenant shall provide Landlord with a Phase I environmental assessment (or equivalent type report available at the time of termination) certified to Landlord, which assessment or report identifies the existence of any hazardous substances or other Materials. Based upon the recommendations in such assessment or report, Tenant shall at its expense obtain such additional assessments and reports as required to fully assess the nature and extent of the hazardous substances and/or other Materials and take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances and/or other Materials in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal laws, administrative code provisions, ordinances, rules and regulations, as amended.

**SECTION 24. ACCEPTANCE OF SURRENDER OF LEASE.**

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

**SECTION 25. REMOVAL OF PROPERTY.**

(a) Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair





any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then, Tenant shall be considered to be holding over and subject to charges under Section 33(m), hereof, and after fourteen (14) calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

(b) Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

(c) Survival. The provisions of this Section shall survive the expiration or termination of this Lease.

#### **SECTION 26. NOTICES.**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### **FOR LANDLORD:**

City of Weston  
2500 Weston Road  
Suite 101  
Weston, Florida 33331  
Attn: John R. Flint, City Manager

with a copies to:

Weiss Serota Helfman Pastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Attn: Steven W. Zerkowitz, Esq.





**FOR TENANT:**

Young Men’s Christian Association of Broward County, Florida, Inc.  
5100 North Federal Highway  
Suite 300-B  
Fort Lauderdale, Florida 33308

with a copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.  
200 East Broward Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Scott J. Fuerst, Esq.

All notices, approvals and consents required hereunder must be in writing to be effective.

**SECTION 27. NON-LIABILITY OF INDIVIDUALS.**

No limited partner, director, officer, administrator, official, agent or employee of Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

**SECTION 28. UTILITIES.**

From and after the Effective Date, Tenant shall pay for all water, wastewater, electric, telephone, solid waste, recycling, and all other utility and other expenses of any and all types whatsoever which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord’s wrongful act or gross neglect.

**SECTION 29. ABATEMENT.**

If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease or otherwise, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as



compared with the entire Premises, and the period of time for which such use is denied to Tenant.

**SECTION 30. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTAINMENT AND REMOVAL.**

(a) **No Warranty by Landlord.** Landlord makes no representations or warranties whatsoever as to the existence of any pollutants, or hydrocarbons contamination, hazardous materials, or other contaminants or regulated materials (collectively, "Materials") on or in the Premises or the Improvements whether or not in violation of any federal, state, county or municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of any order or directive of any federal, state or local court or entity with jurisdiction of such matter. It shall be the sole responsibility of Tenant to make sufficient inspection of the Premises to satisfy itself as to the presence or absence of any Materials.

(b) **Compliance.** From and after the Effective Date, subject to the terms of Section 27, Tenant (and Landlord to the extent Landlord uses the Premises in connection with a City Event or City Programs and Services) agree to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including without limitation those addressing the following:

(1) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(2) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state, as amended, and municipal standards, including the installation and operation of adequate monitoring devices and leak detection systems; and

(4) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof.

(5) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

(c) **Clean Up.** The release of any Materials on the Premises, or as a result of Tenant's operations at the Premises (other than any Materials created by or through Landlord or resulting from City Programs and Services or a City Event), that is in an amount that is in violation of any



federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant or any of its or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

(d) Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide Landlord and the Broward County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises.

(e) Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order issued to Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes.





(f) **Cure.** If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

(g) **Liability.** Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant or the officers, employees, contractors, subcontractors, or agents of Tenant. Nothing herein shall relieve Tenant of its general duty to cooperate with Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

(h) **Landlord Clean Up.** In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's clean-up activities.

(i) **Survival.** The provisions of this Section shall survive the expiration or other termination.

### **SECTION 31. SECURITY.**

(a) **Delivery of Security.** Prior to commencement of construction of the Phase I Improvements or any portion thereof, Tenant shall deliver the Phase I Security to Landlord as provided in Section 1(dd) this Lease. Prior to commencement of construction of the Phase II Improvements or any portion thereof, Tenant shall deliver the Phase II Security to Landlord as provided in Section 1(dd) this Lease.



(b) Call on Security. In the event that Tenant shall default in its obligation to complete the Phase I Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase I Improvements. In the event that Tenant shall default in its obligation to complete the Phase II Improvements under this Lease, which default is not cured within the applicable cure period, then Landlord may, after terminating this Lease, call on and draw down upon such Security and apply same toward the cost of completion of the Phase II Improvements.

(c) Additional Provisions. Tenant agrees to use reasonable commercial efforts (which shall include, but not be limited to, allowing Landlord and its representatives to participate in negotiations with the Leasehold Mortgagee) to obtain (but the failure of Tenant to obtain such an agreement shall not be a default of Tenant hereunder) from any Leasehold Mortgagee which provides funds to Tenant for construction of the Improvements, an agreement as follows (or on such other terms acceptable to the parties):

In the event of a default by Tenant under the Leasehold Mortgage beyond applicable notice and cure periods, Landlord may assume the obligations of Tenant under the Leasehold Mortgage and related documents, in which event the Leasehold Mortgagee shall continue to fund the balance of the construction loan for the Improvements. The Leasehold Mortgagee shall provide Landlord with a copy of any notice of default furnished to Tenant and Landlord shall have a period of sixty (60) days from the date of receipt of such notice to notify Leasehold Mortgagee that Landlord elects to assume the Leasehold Mortgage and related obligations and cure the default; provided, however, Tenant shall remain liable for the costs and expenses of its default under the terms of the Leasehold Mortgage including any default rate interest imposed and any attorney's fees and costs incurred, which amounts shall be recoverable from Tenant if paid by Landlord. Upon making such election, in the event the default is not cured by Tenant prior to the expiration of such 60 day period, Landlord's election shall become binding upon the parties and Landlord may also call upon the Security as set forth above. Additionally, this Lease shall be terminated immediately upon notice from Landlord to Tenant and the parties shall be relieved of all further rights and obligations accruing hereunder except those expressly surviving termination.

### **SECTION 32. NON-DISCRIMINATION.**

(a) Americans with Disabilities Act. Tenant shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, creed, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability. In addition, Tenant shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.



(b) Tenant shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

(c) Tenant shall not engage in or commit any discriminatory practice in violation of applicable laws, statutes, ordinances, rules and/or regulations.

### SECTION 33. MISCELLANEOUS.

(a) Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in the County.

(c) Severance. In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the fullest extent permitted by law.

(d) Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Programs and services provided by Tenant shall be subject to the supervision of Tenant and such programs and services shall not be provided by Tenant, or its agents as officers, employees, or agents of Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

(e) Third Party Beneficiaries. Neither Tenant nor Landlord intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

(f) Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).



(g) **Negotiated Lease.** Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

(h) **Incorporation by Reference.** The truth and accuracy of each "Recitals" clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease.

(i) **Estoppel Statement.** The parties agree that from time to time, upon not less than fifteen (15) days prior request by a party hereto, the other party will deliver a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that neither party is in default under any provisions of this Lease, or, if in default, the nature thereof in detail; and (d) such other information pertaining to this Lease as either party may reasonably request.

(j) **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by Landlord and Tenant.

(k) **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with subparagraph (j), above.

(l) **References.** All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

(m) **Holdover.** It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to Landlord during any holdover period, monthly license fees which





shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to Landlord for all loss or damage on account of any such holding over against Landlord's will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by Landlord of its right to immediate possession of the premises.

(n) Agent for Service of Process. It is expressly understood and agreed that if Tenant is not a resident of the State of Florida, or is an association, corporation or partnership without a registered agent for service of process in the State of Florida, then in any such event Tenant does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Landlord arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State for service upon a non-resident, who has designated the Secretary of State as agent for service. Tenant shall designate an agent for service process in Florida. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Tenant may be personally served with such process out of this State by certified mailing to Tenant at the address set forth herein. Any such service out of this State shall constitute valid service upon Tenant as of the date of mailing. It is further expressly agreed that Tenant is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

(o) Waiver of Claims. Landlord shall not be liable for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; or (vi) arising from any other cause; unless, in any of such events, caused by the negligence or willful act or omission of Landlord, its agents, employees, contractors or subcontractors. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable for any consequential and/or punitive damages in connection with this Lease.



(p) **Public Entity Crimes Act.** Tenant represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord, may not submit a bid on a contract with Landlord for the construction or repair of a public building or public work, may not submit bids on leases of real property to Landlord, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Landlord, and may not transact any business with Landlord in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Lease and recovery of any monies paid by Landlord, and may result in debarment from Landlord's competitive procurement activities. In addition to the foregoing, Tenant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

(q) **Drug-Free Workplace Certification.** Tenant hereby covenants and agrees (a) to comply with all policies and procedures of Landlord with respect to maintaining a drug-free workplace as in effect from time to time and established by Landlord and/or any other governmental entity having jurisdiction over such matter, and otherwise to provide and maintain during the term of this Lease a drug-free workplace at the Premises and (b) that it will give written notice to Landlord within twenty-four (24) hours after receiving actual notice that any employee has been convicted of a criminal drug violation occurring at the Premises. In addition, Tenant hereby acknowledges that this Lease is expressly subject to and conditioned upon the Drug-Free Workplace Certificate in the form attached hereto as **Exhibit F**, to be submitted as a component part of the Lease. Tenant covenants to undertake its best efforts to comply with this Section and the representations of Tenant set forth in the Drug-Free Workplace Certification.

(r) **Successors and Assigns Bound.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

(s) **Time of Essence.** Time is expressed to be of the essence of this Lease.

(t) **Written Approvals.** All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed.

(u) **Authority of Individuals.** The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

(v) **Recordation of Memorandum of Lease.** Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of the County, which Memorandum shall set forth, and shall only set forth: (i) the names of the parties; (ii) the



Effective Date and Term of the Lease, and (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises. Tenant shall not record this Lease in the Public Records of the County. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the memorandum of record.

(w) No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any or the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

(x) Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

(y) Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

(z) Broker. Each party represents to the other that it has not dealt with any broker or finder in connection with the execution of this Lease.

(aa) Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

(bb) Joint and Several Liability. Notwithstanding anything to the contrary contained herein, if Tenant is a general partnership or joint venture, any general partner or venturer of Tenant shall be jointly and severally liable and obligated with Tenant for the full performance of all of the terms, covenants, obligations and conditions of this Agreement.

#### **SECTION 34. LANDLORD BUY-OUT.**

It is the intent and desire of Landlord and Tenant that this Lease shall remain in effect for the full Term. However, Landlord shall have the right and option to buy out Tenant including its rights in and to this Lease and the Improvements, as hereinafter provided. Landlord's decision and election to buy out Tenant shall be conclusive and not subject to challenge by Tenant. Such buy out and early termination of this Lease is provided for under the following conditions:



(a) Landlord may exercise its option to buy out Tenant at any time after the date which is twelve (12) years from the Phase I Completion Date by giving Tenant one hundred eighty (180) calendar days advance written notice to that effect ("Buy-Out Notice"); provided, however, that Landlord may provide the Buy-Out Notice to Tenant sooner and, in such case, Landlord's exercise of its option to buy-out Tenant shall be deemed to occur on the date which is twelve (12) years from the Phase I Completion Date or any date thereafter as specified in the Buy-Out Notice. The date of termination of this Lease shall then occur on the later to occur of: (i) the 180th calendar day following the giving of the Buy-Out Notice; (ii) such date as is specified in the Buy-Out Notice; or (iii) receipt by Tenant of the Buy-Out Amount (as defined below). Upon termination of the Lease, the parties hereto shall be relieved of all rights and obligations hereunder except for any matters that expressly survive termination of this Lease as set forth herein. Following Tenant's receipt of the Buy-Out Notice, Tenant shall be expressly prohibited from performing any construction, reconstruction, demolition, or capital improvements of any kind whatsoever with respect to the Premises or any portion thereof, except for Tenant's obligations under this Lease to repair and maintain the Premises which obligations shall continue in full force and effect.

(b) If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is twelve (12) years after the Phase I Completion Date and prior to the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 140% of the "Net Book Value" (as hereinafter defined) of Tenant's "Approved Fixed Improvements" (as hereinafter defined) only. If Landlord provides Tenant with the Buy-Out Notice for a buy-out which occurs after the date which is fifteen (15) years after the Phase I Completion Date, Landlord will pay Tenant an amount equal to 120% of the Net Book Value of Tenant's Approved Fixed Improvements only. The applicable percentage is hereinafter referred to as the "Buy-Out Percentage" and the total amount to be paid by Landlord hereunder is hereinafter referred to as the "Buy-Out Amount". Notwithstanding the foregoing, in no event shall the Buy-Out Percentage be less than the percentage set forth in the lease of any other tenant of Landlord in effect at the time the Buy-Out Notice is delivered. Payment of the Buy-Out Amount by Landlord shall be made to Tenant in cash within sixty (60) calendar days following receipt of the "Report" (as hereinafter defined) that comports with the requirements of this Section 34. Contemporaneously with the delivery of the Buy-Out Amount from Landlord to Tenant, Tenant shall provide Landlord with such documentation necessary to convey the Improvements from Tenant to Landlord free and clear of all liens and encumbrances including, but not be limited to, a warranty bill of sale, all in a form and substance acceptable to Landlord.

(c) The term "Approved Fixed Improvements" shall only mean the improvements to be constructed by Tenant on the Premises pursuant to the Approved Plans, as such Approved Plans may be amended from time to time in accordance with this Lease. The term "Net Book Value" shall mean "Tenant's Capital Expenditure" (as defined below) for all Approved Fixed Improvements, less depreciation as hereinafter provided. Depreciation shall be computed on a straight-line basis, with no salvage value, over the Initial Term of this Lease including any Renewal Term(s) for which Tenant has exercised its option and which are in effect on the date of the Buy-Out Notice.





(d) Tenant agrees to provide to Landlord a special audit report by an independent firm of certified public accountants, licensed by the State of Florida and reasonably acceptable to Landlord (the "CPA Firm") prepared in accordance with generally accepted accounting standards (the "Report"). Tenant shall provide the Report to Landlord within sixty (60) calendar days following the giving by Landlord of the Buy-Out Notice. The Report shall: (i) identify the Improvements that are eligible for buy-out as Approved Fixed Improvements; (ii) state the original cost of such Improvements; (iii) include the CPA Firm's determination of Tenant's Capital Expenditure for the Approved Fixed Improvements (showing the basis of all computations); and (iv) include any other information reasonably requested by Landlord to determine the Net Book Value of the Approved Fixed Improvements and the Buy-Out Amount. The Report shall be accompanied by appropriate back-up documentation supporting the manner in which the Capital Expenditure was derived and the Approved Fixed Improvements were identified. The documentation shall be in sufficient detail to enable Landlord to verify the Report's determinations and to make a determination of Net Book Value and the Buy-Out Amount. It shall be Tenant's responsibility to provide to CPA Firm and Landlord such documentation as may be necessary to determine the Approved Fixed Improvements and the Net Book Value. Tenant agrees to maintain its books and records in accordance with generally accepted accounting principles and agrees to retain such records pertaining to the construction of the Approved Fixed Improvements for a period of five (5) years following the termination of the Lease. Tenant agrees that Landlord, at all reasonable times, has the right to inspect and audit any and all books and records pertaining to the construction, the Net Book Value, and the Buy-Out Amount.

(e) In the event that Landlord or Tenant cannot reach agreement as to the Buy-Out Amount for any reason whatsoever, then Landlord and Tenant shall mutually agree upon a second CPA Firm who shall examine the books and records of Tenant in order to establish the Approved Fixed Improvements, the Net Book Value and the Buy-Out Amount. Landlord and Tenant agree that they shall each be bound by the results of such determination. The expenses of such CPA Firm shall be shared equally by Tenant and Landlord. In the event Landlord and Tenant cannot mutually agree upon a CPA Firm, then they shall each appoint a CPA Firm (and Landlord and Tenant shall be separately responsible for the costs of their respective appointments) and the CPA Firms so appointed shall agree upon and identify a CPA Firm ("Dispute Resolution Firm"), which third Dispute Resolution Firm shall conduct the examination required hereunder. The expenses of the Dispute Resolution Firm shall be shared equally by Tenant and Landlord. The parties agree that they shall be bound by the identification of the Dispute Resolution Firm made under this Section 34 and any determination of Net Book Value and the Buy-Out Amount made by such Dispute Resolution Firm.

(f) In the event of any termination of the Lease pursuant to the provisions of this Section 34, Tenant shall not be entitled to any business relocation expenses, move costs, or any other amount whatsoever, other than the Buy-Out Amount.

(g) For purpose of this Lease "Capital Expenditure" is the cost paid for work done, services rendered, and materials furnished for construction of the Improvements at the Premises,





that are made in accordance with Approved Plans and that are installed by Tenant, its contractors and subcontractors, subject to the following:

(1) The Capital Expenditure amount shall include Tenant's actual cost of design, construction and acquisition of such improvements, plus the cost of required bonds, construction insurance, building, impact and concurrency fees. Payments made by Tenant to independent contractors for engineering and architectural design work shall be included in the determination of Capital Expenditure, provided that such costs shall not exceed ten percent (10%) of the total of all other sums included in the determination of the Capital Expenditure. Only true third party costs which are substantiated as such by an audit prepared by the CPA Firm shall be included in the determination of Capital Expenditure. Only payments made by Tenant shall be included in the determination of Capital Expenditure.

(2) Any costs incurred by any sublessee or licensee or other occupant of any portion of the Premises other than Tenant shall not be included in the determination of Capital Expenditure. Costs for consultants (other than engineering and design consultants, as provided above), legal fees, and accountants fees shall not be included in the determination of Capital Expenditure. No finance, interest expenses or administration, supervisory, or overhead or internal costs of Tenant or any affiliates of Tenant shall be included in the determination of Capital Expenditure. No other costs of any affiliates of Tenant shall be included in the determination of Capital Expenditure unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs. Costs associated with acquisition or installation of personalty such as furnishings, trade fixtures, equipment that is not permanently affixed to the Premises, or any other personalty whatsoever shall not be included in the determination of Capital Expenditure.

(3) The cost of interior decorations, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in the determination of Capital Expenditure, unless approved in writing by Landlord, which approval shall be deemed granted upon Landlord's approval of the Approved Plans to the extent such items are set forth thereon.

(4) Any costs associated with repairs, alterations, modifications, renovations or maintenance of any improvements on the Premises (including improvements existing as of the date of this Lease, and improvements subsequently constructed on the Premises) shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring such costs.

(5) Any costs associated with any Improvements other than those Improvements identified in the Approved Plans, hereof, shall not be included in the determination of Capital Expenditure, unless specifically approved in writing by Landlord, upon the separate written request of Tenant, made prior to incurring any such costs.

(h) For purposes of determining the Buy-Out Amount, there shall not be included in the calculation of Net Book Value any grants obtained by Tenant from any agency, governmental entity or quasi-governmental entity designated for the construction of the



Improvements which are not conditioned in any manner upon the operation of the Improvements by the original Tenant under this Lease and which are not required to be repaid to the party providing the grant in the event this Lease is terminated pursuant to this Section 34. Further, any required reimbursement of a grant as described in this subsection (h) in whole or in part to the party providing the grant as the result of a termination of this Lease pursuant to this Section 34 shall become an obligation of Landlord as of the date of effective date of such termination (to the extent not otherwise paid to Tenant as part of the Buy-Out Amount) and Landlord shall also fulfill any continuing conditions imposed by such grant (such as, by way of example and not in limitation, the operation of the Improvements for recreational purposes).

(i) In the event of a buy-out of the Lease pursuant to this Section 34, Landlord agrees that any and all acknowledgements, dedications and similar designations (collectively, "Dedications") (for example but not in limitation, a plaque listing contributors or a designation of a room or building by reference to an individual or entity name) located upon any of the improvements located on the Premises as of the date of delivery of the Buy-Out Notice shall remain unmodified for the remaining unexpired portion of the Lease (and all unexercised options to renew), unless Tenant shall request the removal of same, in which event such Dedications shall be removed by Tenant at Tenant's expense including any repair to or restoration of the Premises as the result of such removal. In the event of a casualty and rebuilding of any improvements which bear a Dedication, such Dedication shall be restored to its prior condition and location promptly upon completion of the rebuilding.

(j) Notwithstanding anything contained in this Section 34 to the contrary, this Lease may not be terminated pursuant to Section 34(a) until such time as (either (i) Landlord has entered into a contract, and provided an executed copy thereof to Tenant (which may be provided simultaneously with the Buy-Out Notice), with a not-for-profit corporation ("New Operator"), whereby New Operator shall become the operator, manager or lessee of the Premises, and which contract shall provide that Landlord shall not receive any compensation thereunder, directly or indirectly, beyond any costs actually incurred by Landlord in connection with the operation of the Premises and the administration of the contract and other than costs such as rent as Tenant pays under this Lease, or (ii) the City Commission of Weston takes appropriate action that authorizes Landlord to operate or manage the Premises on a non-profit basis.





IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> of May, 2001; and Eric M. Hersh, Mayor authorized to execute same.

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor  
7<sup>th</sup> day of May, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flinn, City Manager  
8<sup>th</sup> day of May, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney  
11 day of MAY, 2001

(CITY SEAL)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: Elizabeth S Conover

By: [Signature]  
Name: Robert B. Lochrie, III  
Title: President

[Signature]  
Print Name: Kristen Foretti

(CORPORATE SEAL)





STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 25<sup>th</sup> day of April, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Robert B. Lochrie, III, as President of YOUNG MEN'S CHRISTIAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.



Kristin Ferruzzi  
MY COMMISSION # CC834643 EXPIRES  
May 9, 2003  
BONDED THRU TROY FARM INSURANCE INC

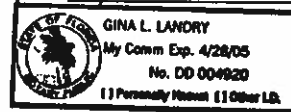
Kristin Ferruzzi  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

THIS IS TO CERTIFY, that on this 9 day of May, 2001, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ERIC M. HERSH, as Mayor of the CITY OF WESTON, a Florida municipal corporation, on behalf of the corporation, who (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Gina L. Landry  
NOTARY PUBLIC  
Print Name: Gina L. Landry  
My Commission Expires: 4-28-05





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PARCEL**

The legal description of the Parcel shall be prepared at Tenant's expense by a licensed surveyor and submitted to landlord prior to the Inspection Completion Date. Upon Landlord's approval, the legal description of the Parcel shall be attached hereto as Exhibit A and incorporated herein.

FTL:754504:8



**EXHIBIT B**  
**CONCEPTUAL PLAN**

FTL:754504:8





# Appendix I. School Board of Broward County Agreement

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
FOR  
MASTER LEASE OF WESTON PARK SITES  
FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

THIS AGREEMENT (the "Master Lease"), made and entered into this 15 day of January, 2001 by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida hereinafter referred to as the "BOARD", and THE CITY OF WESTON, a State of Florida municipal corporation, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the CITY is the controlling body of and does own certain public parks described in Exhibits attached hereto (the "Parks"); and

WHEREAS, it is the purpose and policy of the BOARD to develop, operate and maintain educational facilities and provide classroom facilities; and

WHEREAS, the BOARD is expending or has expended certain funds for Schools adjacent to the Parks; and

WHEREAS, the use of these Parks in conjunction with the adjacent Schools will result in enhanced educational facilities; and





WHEREAS, the BOARD and the CITY believe that such an arrangement will be of mutual benefit to all parties and will fill a need in the areas of the community where the parks/schools are located and that cooperation between the parties hereto will result in benefit to the citizens of the CITY; and

WHEREAS, the BOARD and the CITY wish to enter into this Master Lease Agreement to cover the Parks.

NOW, THEREFORE, for and in consideration of the premises and benefits flowing to each party, the parties hereto do mutually agree as follows:

1. The CITY leases to the BOARD the Parks shown on the attached Exhibits, which are made a part hereof under the terms and conditions hereinafter set forth. This Master Lease shall serve as a master agreement for each of the Parks. Additional Parks may be added to this Master Lease by addendum upon the written consent of both parties and upon the same terms and conditions of this Master Lease.
2. The term for which the BOARD shall lease said Parks is fifty (50) years from the date of the execution of this Master Lease at a rate of One Dollar (\$1.00) per year payable to the CITY on the yearly anniversary of the Master Lease. It is specifically understood and agreed by the parties hereto, the term of this Master Lease may be shortened or extended, subject to the provisions of Paragraph 6. This Master Lease shall be renewable for additional 50 year terms upon written consent of both parties.





3. The BOARD shall only utilize said Parks for playground and recreational purposes ancillary to the adjacent schools. The Parks herein leased are to be used strictly for these purposes unless specifically approved by the CITY in writing.

4. The use of said Parks by the BOARD shall be limited and restricted so as not to conflict in any way with the use of the Parks by the CITY in its Recreation program and the use of the Parks by the BOARD shall be at all times in compliance with the laws of the State of Florida, and the Code of Ordinances of the City of Weston. The location of any and all recreational improvements to be placed on the Park, including but not limited to athletic fields, buildings, sportlighting, etc. shall first be approved in writing by the City Manager or his/her designee, it being intended that the CITY shall have absolute control over the location of any recreational facilities before they are placed on the leased Parks. Any facilities placed on said Park without the prior written approval of the CITY as to location, shall be removed or relocated within ten (10) days of written demand by the CITY. Any amenities constructed/installed by the BOARD on the Parks described herein shall be in compliance with the requirements and guidelines of the Americans With Disabilities Act, the Consumer Products Safety Commission, and any other authority having jurisdiction over such amenities.

5. Any and all fixtures and improvements to be placed on or constructed upon the Parks by the BOARD shall be at the sole cost and expense of the Board.

6. (a) The BOARD has the right to utilize the leased areas, including the playground areas on the Parks above described, subject, however, to the power and authority of the CITY upon ninety (90) days' written notice to the BOARD to cancel this



Master Lease as to any designated area which the CITY determines is needed exclusively for its use. The CITY'S determination in this regard shall be conclusively binding upon all parties. The BOARD shall likewise have the unqualified right of cancellation of this Master Lease, in whole or as to any designated portion or area of the Parks subject hereto upon ninety (90) days' written notice of cancellation to the CITY.

(b) In the event of a declared State of Emergency within the CITY, the CITY may suspend BOARD'S use of any and/or all of the designated areas within this Master Lease for the duration of the State of Emergency and such time thereafter as the designated area(s) are needed by the CITY as a result of said emergency. Not more than twenty-four (24) hours notice by the CITY to the BOARD shall be required for such suspensions.

(c) In the event the CITY chooses to renovate or rehabilitate existing facilities, or construct new facilities in any of the Parks subject to the Master Lease, where it is appropriate that the area not be occupied during such time, the CITY may suspend the BOARD'S use of the designated area during such time. Not less than thirty (30) days notice by the CITY to the BOARD shall be required for such suspensions.

7. (a) It is specifically agreed between the parties hereto that at any time the CITY desires to cancel and/or terminate this entire lease or a part thereof, it shall have the conclusive right to do so, provided, however, that in the event the CITY so elects, the BOARD shall be given ninety (90) days written notice prior thereto and in the event of cancellation, the CITY shall have the right to the following options:





(1) If the CITY does not want to retain the fixtures and improvements to the Park as the BOARD has placed thereupon, except the sod, irrigation, landscaping, sand, or earth placed upon the Parks, then the BOARD will remove the fixtures and improvements and re-establish the normal grade and landscaping consistent with adjacent grade and landscaping; or

(2) If the CITY does want the fixtures and improvements to the Parks to remain, then the CITY shall reimburse the BOARD for the then remaining value of the BOARD installed recreational facilities located on the Parks to be terminated. In the event the parties hereto cannot mutually agree on said value, same shall be appraised by three (3) appraisers; one selected by the CITY; one selected by the BOARD; and the third appraiser selected by the two appointed appraisers.

(3) In the event of such appraisal of the value, the average of the three (3) appraisers shall be the amount the CITY shall pay, in the event it desires to retain the fixtures as aforesaid. It is further agreed that the CITY shall be obligated to pay the fee of the appraiser selected by the CITY; the BOARD shall be obligated to pay the fee of the appraiser selected by the BOARD; and the BOARD and CITY shall each pay fifty percent (50%) of the fee of the appraiser selected by the two aforementioned appraisers.

(b) If the BOARD shall properly exercise its option to cancel this Master Lease as to the whole or part of the Parks, the BOARD shall have the right, subject to the CITY's cancellation option described above, to remove any and all such fixtures and improvements to the Parks as the BOARD had placed thereupon, except that the BOARD shall not remove sod, landscaping, sand or earth placed upon the Park (except as incidental to removal of





other fixtures and/or improvements) and the BOARD shall, in the case of removal of fixtures and improvements, re-establish the normal grade of the Parks to the condition which the same was found upon the BOARD'S first entering the Parks hereunder.

8. It shall be the responsibility of the BOARD to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the BOARD. It shall be the responsibility of the CITY to keep the recreational grounds herein leased clean, sanitary and free from trash and debris during those hours when the area is under the control of the CITY, and also to keep the recreational grounds mowed to prevent unsightly accumulation of weeds and other vegetation. The Parks will be maintained to a standard sufficiently adequate to allow the conduct of community recreation programs. Upon failure of either party to comply with the provisions of this section, the complying party shall give written notice to the non-complying party of such failure to comply, by Certified Mail, Return Receipt Requested. If, after a period of ten (10) days of such mailing the non-complying party has not commenced the actions necessary to comply, the complying party shall have the right to enter upon the Parks, and remove trash and debris from the area and/or mow the area and charge the non-complying party the cost for such services. Billing for trash and debris removal and/or mowing shall be on a per cleaning or per mowing basis and shall be due and payable within fifteen (15) days after receipt by the non-complying party.

9. The Parks will be under the control of the BOARD during the hours the school on the property adjacent to the Park is in session. During off-school hours, control and use of the Parks will be under the jurisdiction of the CITY.





10. The upkeep, maintenance, repair and replacement as necessary of all amenities constructed/installed by the BOARD in all Parks herein leased by the CITY to the BOARD shall be borne by the BOARD and the BOARD agrees at all times to keep the Parks herein leased and the BOARD'S equipment placed on said Parks properly maintained.

11. (a) To the extent allowed by law, the BOARD agrees to relieve the CITY from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the BOARD and its agents, employees, guests and invitees or the failure of the BOARD to supply proper supervision of the Parks herein leased while so used by the BOARD, and the BOARD further agrees to hold the CITY harmless, indemnify and free from all responsibility as a result of negligence of the BOARD in failing to properly maintain the equipment on the Parks.

(b) To the extent allowed by law, the CITY agrees to relieve the BOARD from any and all liability whatsoever arising out of any injuries or accidents that may or might occur as a result of the use of the Parks by the CITY and its agents, employees, guests and invitees or the failure to supply proper supervision of the Parks herein leased while so used by the CITY, and the CITY further agrees to hold the BOARD harmless, indemnify and free from all responsibility as a result of negligence of the CITY in failing to properly maintain the equipment on the Parks.

12. Upon the termination of this Master Lease, in the event the same is not cancelled by the CITY or the BOARD prior thereto, all permanent recreational facilities, including, but not limited to athletic fields, lighting facilities, permanent backstops, etc., shall become the



property of the CITY subject to the right of the BOARD to remove all moveable (non-permanent) recreation facilities.

13. The BOARD agrees to allow the use of school grounds specifically parking areas and outdoor restrooms, for recreational programs during off-school hours when the Parks are open to the CITY. It shall be the responsibility of the CITY to keep such school grounds clean, sanitary and free from trash and debris during those hours when the area is used the CITY.

14. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, including but not limited to any Indemnification, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

15. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

16. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this





Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

17. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with the law.

18. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence





and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. **Assignment.** Neither this Agreement, nor any interest herein, may be assigned, transferred or encumbered by either party without the written consent of the other party.

22. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.

23. **Waiver.** Failure of either party to insist upon strict performance of the Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such right; but the same shall remain in full force and effect. None of the provisions of this Agreement shall be waived or modified except by the parties in writing.

24. **Notices.** Whenever either party desires or is required to give notice to the other, it must be given by written notice and sent by certified mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.





Notice to the BOARD shall be addressed to:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

Notice to the CITY shall be addressed to:

John R. Flint, City Manager  
City of Weston  
2500 Weston Road, Suite 101  
Weston, Florida 33331

25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

26. **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations relating to the operation of the Parks.

27. **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue or litigation concerning this Agreement shall be in Broward County, Florida.



**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 15<sup>th</sup> day of October, 2001; and The School Board of Broward County, signing by and through its Chair, authorized to execute same by Board action on the 15 day of January, 2002

CITY OF WESTON, through its City Commission

ATTEST:

By: [Signature]  
Eric M. Hersh, Mayor

18<sup>th</sup> day of October, 2001

[Signature]  
Barbara D. Showalter, City Clerk

Approved as to form and legality by Office of the City Attorney

By: [Signature]  
John R. Flint, City Manager

1<sup>st</sup> day of October, 2001

By: [Signature]  
Jamie Alan Cole, City Attorney

19<sup>th</sup> day of October, 2001

(CITY SEAL)





**AGREEMENT BETWEEN THE CITY OF WESTON AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR MASTER LEASE OF WESTON PARK SITES FOR USE BY SCHOOL BOARD TO SUPPORT SCHOOLS IN CITY**

CORPORATE SEAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

By: *Robert D. Parks*  
Dr. Robert D. Parks  
Chairperson

15 day of January, 2001

ATTEST:

By: *Franklin L. Till, Jr.*  
Franklin L. Till, Jr.  
Superintendent of Schools

15 day of January, 2001

Approved as to form and legality by  
Office of the Board Attorney

By: *[Signature]*  
\_\_\_\_ day of \_\_\_\_\_, 2001





## Eagle Point Park

City of Weston, Broward County, Florida

### Legal Description:

A portion of Parcel F, "SECTORS 3 AND 4 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 146, Page 18, of the Public Records of Broward County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract R, "SECTOR 4 NORTH", according to the plat thereof, as recorded in Plat Book 153, at Page 46, of said Public Records;

Thence South  $13^{\circ}48'35''$  East, along the Westerly line of said Tract B, for 320.88 feet to the Westerly line of Tract B of said Plat and a point at the beginning of a non-tangent curve concave to the Southeast, having a radius of 310.00 feet, a central angle of  $38^{\circ}06'03''$ , and to said point a radial line bears North  $58^{\circ}12'07''$  West;

Thence Southwesterly and Southeasterly along said curve for an arc distance of 206.15 feet to a point of reverse curvature with a curve having a radius of 839.94 feet and a central angle of  $16^{\circ}15'08''$ ;

Thence along said curve for an arc distance of 238.25 feet;

Thence North  $49^{\circ}12'43''$  West, along a non-tangent line, for 570.72 feet to a point at the beginning of non-tangent curve, concave to the East, said curve having a radius of 1489.04 feet, a central angle of  $18^{\circ}49'55''$ , and to said point a radial line bears South  $71^{\circ}51'20''$  West;

Thence Northerly, along said curve, for an arc distance of 489.42 feet;

Thence South  $89^{\circ}18'45''$  East, along a non-tangent line, for 326.85 feet the boundary of Tract L-1 of said "SECTOR 4 NORTH" and a point at the beginning of a non-tangent curve, concave to the Northeast, having a radius of 100.00 feet, a central angle of  $105^{\circ}01'54''$ , and to said point a radial line bears North  $83^{\circ}28'48''$  West;

Thence along the boundary of said Tract L-1 for the next two courses;

Southerly, Southeasterly and Easterly along said curve, for an arc distance of 183.31 feet to a point of tangency;

Thence North  $81^{\circ}29'18''$  East, for 41.13 feet to the POINT OF BEGINNING.

P:\Projects\962465 Weston Gen Planning & Platting Svcs\SURVEY\Legal Descriptions\972703EPPBS.doc  
10/2/2001





# Eagle Point Park

City of Weston, Broward County, Florida

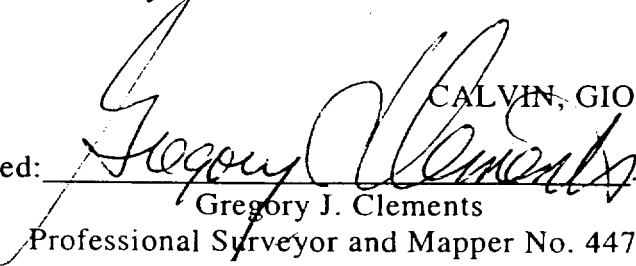
Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 6.985 acres, more or less.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

### Notes:

1. Bearings shown hereon are based on the plat of "SECTOR 4 NORTH", Plat Book 153, Page 46, Broward County Records, North 13°48'35" West along the Westerly line of Tract R.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



## Gator Run Park

City of Weston, Broward County, Florida

### Legal Description:

Parcel 'H', "Sector 2 Boundary Plat", according to the plat thereof as recorded in Plat Book 165, Page 36 of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida and containing 304,915 square feet (7.00 acres), more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

 . Dated: 10-2-01

Gregory J. Clements

Professional Surveyor and Mapper No. 4479

State of Florida





# Heron Park

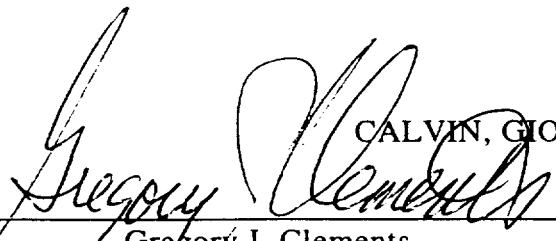
City of Weston, Broward County, Florida

## Legal Description:

The "PARK", as shown on the Plat of "COUNTRY ISLES EXECUTIVE HOMES", as recorded in Plat Book 127, at Page 19, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida. Said lands contain 5.253 acres , more or less.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:  . Dated: 10-2-01

Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida







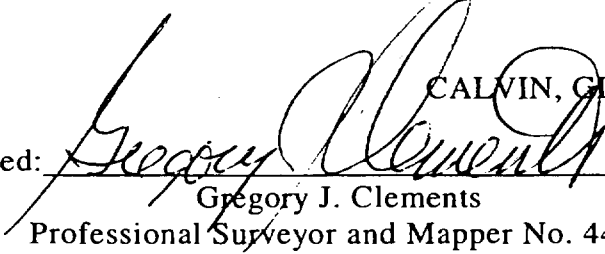
## Indian Trace Park

City of Weston, Broward County, Florida

### Legal Description:

PARCEL "D", "SECTOR 5 BOUNDARY PLAT", according to the plat thereof, as recorded in Plat Book 133, at Page 19, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing 217,803 square feet (5.00 acres), more or less.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Tequesta Trace Park

City of Weston, Broward County, Florida

## Legal Description:

All of Parcel 5, "SECTOR 6", according to the plat thereof, as recorded in Plat Book 141, Page 21, of the Public Records of Broward County, Florida together with a portion of Parcel 6, being more particularly described as follows:

COMMENCE at the Southeast corner of said Parcel 6;

Thence South 75°06'47" West for 495.88 feet to the POINT OF BEGINNING;

Thence continue South 75°06'47" West for 396.55 feet to a point on the next described curve, said point bears North 88°19'34" East (North 75°06'49" East, calculated) from the radius point;

Thence Northwesterly along a circular curve to the left, having a radius of 400.00 feet, a central angle of 20°38'22" for an arc distance of 144.09 feet to a Point of Reverse Curvature;

Thence Northwesterly, Northerly and Northeasterly along a circular curve to the right, having a radius of 300.00 feet, a central angle of 118°55'11" for an arc distance of 622.66 feet to a Point of Tangency;

Thence North 83°23'37" East for 8.62 feet;

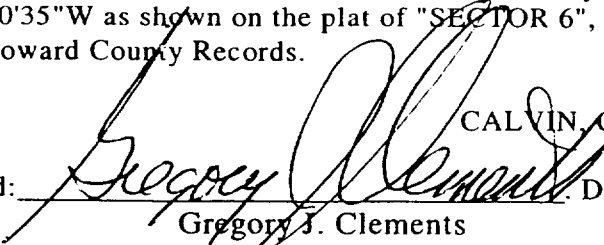
Thence South 36°25'50" East for 550.36 feet to a point on the next described curve, said point bears North 23°50'07" West from the radius point;

Thence Southwesterly along a circular curve to the left, having a radius of 537.00 feet, a central angle of 12°26'42" for an arc distance of 116.64 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Weston, Broward County, Florida and containing in all 2,052,563 square feet (47.1204 acres), more or less.

## Notes:

Bearings shown hereon are relative to the Southerly line of Parcel 5, bearing S51°20'35"W as shown on the plat of "SECTOR 6", recorded in Plat Book 141, Page 21, Broward County Records.

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01.  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida



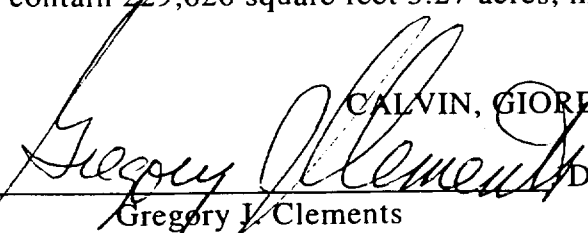
## Windmill Ranch Park

City of Weston, Broward County, Florida

### Legal Description:

The "PARK" as shown on the plat of "WINDMILL RANCH ESTATES", as recorded in Plat Book 107, Page 18, of the Public Records of Broward County, Florida.

Said lands lying and situate in the City of Weston, Broward County, Florida.  
Said lands contain 229,626 square feet 5.27 acres, more or less

Signed:  CALVIN, GIORDANO & ASSOCIATES, INC.  
Dated: 10-2-01  
Gregory J. Clements  
Professional Surveyor and Mapper No. 4479  
State of Florida





# Appendix J. Cypress Bay High School Stadium Football/Baseball/Softball Fields Agreement

## CITY OF WESTON, FLORIDA RESOLUTION NO. 2021-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

WHEREAS, First, the School Board of Broward County (the "SBBC"), as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), including the stadium, fields, parking lots and real estate, located within the City of Weston (the "City"); and

WHEREAS, Second, the SBBC and the City believe sports and recreation is a key component of a child's overall development; and

WHEREAS, Third, the City supports sports and recreation within its boundaries by providing for and maintaining athletic fields at City parks; and

WHEREAS, Fourth, the SBBC schools located in the City have use of the athletic fields at City parks for their physical education, sports and recreation programs; and

WHEREAS, Fifth, CBHS is the only SBBC school within the City with on-site athletic fields; and

WHEREAS, Sixth, the City is supportive of CBHS and its student athletes, and shall maintain the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at City parks; and

WHEREAS, Seventh, on November 21, 2016, the City Commission adopted Resolution No. 2016-164 approving a Maintenance and Use Agreement between the School Board and Broward County, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields to become effective on December 7, 2016; and

WHEREAS, Eighth, the City Commission deems it to be in the best interest of the City to approve the Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields, to extend until March 31, 2025.

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

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





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

Section 2: The Maintenance and Use Agreement between the School Board of Broward County, Florida and the City of Weston, Florida for Cypress Bay High School Stadium Football/Baseball/Softball Fields is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, effective on June 21, 2021.

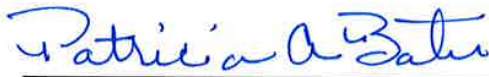
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

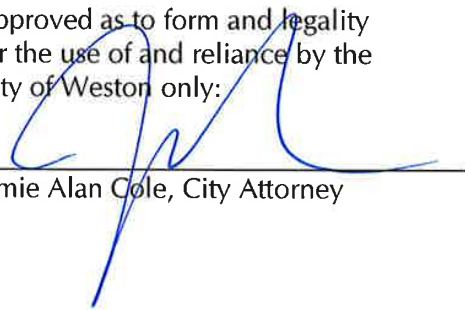
Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 21<sup>st</sup> day of June 2021.

  
Margaret Brown, Mayor

ATTEST:

  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:  
  
Jamie Alan Cole, City Attorney

Roll Call:  
Commissioner Mead Yes  
Commissioner Eddy Yes  
Commissioner Molina-Macfie Yes  
Commissioner Jaffe Yes  
Mayor Brown Yes





A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, AND THE CITY OF WESTON, FLORIDA, FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS.

**Exhibit "A"**

Maintenance and Use Agreement between the School Board of Broward County, Florida, and the City of Weston, Florida, for Cypress Bay High School Stadium Football/Baseball/Softball Fields

*(See Following 19 Pages plus Exhibit "A" and Exhibit "B")*



**MAINTENANCE AND USE AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**AND**

**THE CITY OF WESTON, FLORIDA**

**FOR**

**CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

This Agreement for Cypress Bay High School Stadium Football/Baseball/Softball Fields Maintenance and Use (the "Agreement"), is entered into this 22<sup>nd</sup> day of June, 2021 by and between The School Board of Broward County, Florida ("SBBC"), a corporate body and political subdivision of the State of Florida whose principal address is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, and the City of Weston, Florida ("CITY"), a municipal corporation whose principal address is 17200 Royal Palm Boulevard, Weston, Florida 33326. References in this Agreement to "CITY" shall be meant to include CITY's contractors.

**WITNESSETH:**

WHEREAS, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains Cypress Bay High School ("CBHS"), and owns the stadium, fields, parking lots and real estate as attached hereto and incorporated herein by reference as Exhibit "A", in the City of Weston; and

WHEREAS, SBBC and CITY believe sports and recreation is a key component of a child's overall development; and

WHEREAS, CITY supports sports and recreation within its boundaries by providing for and maintaining athletic fields at CITY parks; and

WHEREAS, SBBC schools located in CITY have use of the athletic fields at CITY parks for their physical education, sports and recreation programs; and

WHEREAS, CBHS is the only SBBC school within Weston with on-site athletic fields; and

WHEREAS, CITY is supportive of CBHS and its student athletes by maintaining the CBHS Stadium Football/Baseball/Softball Fields playing surfaces only, (the "Fields") to the same standard as the athletic fields at CITY parks; and





WHEREAS, CITY wishes to continue supporting CBHS athletic activities by maintaining the Fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

The Term of this Agreement shall begin on the date of execution by both parties and shall extend until March 31, 2025. This provision in no way limits either party's right to terminate this Agreement at any time.

**2. Termination**

This Agreement may be terminated by either party for convenience, without cause, upon ninety (90) days written notice to the other party.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, with the exception that notice of termination by SBBC or CITY's City Manager wherein the SBBC or the CITY's City Manager deems it necessary to protect the public health, safety or welfare may be the verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

The performance and obligations of the CITY under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If the CITY does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds have been allocated. The CITY shall notify SBBC at the earliest possible time before such termination.

**3. No Estate**

This Agreement grants no estate to CITY in SBBC Property.

**4. Maintenance of Stadium Football/Baseball/Softball Fields**

Attached to this Agreement as Exhibit "A" is a survey sketch of SBBC athletic fields property and made a part hereof.





CITY shall maintain, at its sole expense, the Stadium Football/baseball/softball fields at Cypress Bay High School in the same manner in which CITY maintains the athletic fields at CITY parks. CITY has elected to utilize its parks maintenance contractor to perform its maintenance obligations as required by this Agreement. The CITY's use of its park's maintenance contractor shall not relieve the CITY of its obligations under this Agreement. Additionally, the CITY's use of its park's maintenance contractor shall not create any privity between the CITY's contractor and SBBC; and shall not create any beneficiary status for the CITY's contractor. Finally, the CITY shall not pass-through any claims by its contractors, vendors, subcontractors, subconsultants and other third parties that it utilizes in fulfilling its obligations under this Agreement.

Any maintenance provisions or requirements not stated in the subsections below are not the responsibility of CITY. In the event that SBBC or CITY wish to add or delete maintenance items from this Agreement, such additions or deletions shall be memorialized by an amendment to this Agreement and approved by the SBBC and CITY.

#### **4.1. Stadium Football/Baseball/Softball fields**

CITY shall inspect all grass areas on a daily basis and any large stones, ruts, holes, or bowled out areas shall be repaired or replaced. In preparation for CBHS game days, CITY shall line the playing surfaces as needed, including between games, at dimensions specified by SBBC. Latex marking paint shall be used for all lines on turf areas, and more than one color paint may be required.

#### **4.2. Mowing**

CITY shall provide SBBC with a mowing schedule for each week of service on the last business day of the week prior to service and shall be subject to SBBC approval; however, in no event shall the SBBC unreasonably withhold its approval to the detriment of the field grass. CITY shall avoid mowing wet grass whenever possible. CITY shall keep the mower blades sharp so that the cut grass edge is clean and not ragged. CITY shall change the mowing patterns frequently to avoid wear. CITY shall remove any grass clippings or other plant debris remaining on the grass surface the same day as the mowing service is performed. CITY shall prevent clippings, mulch or other plant debris from entering ponds, lakes, water features, or drains. In the event that this occurs, the CITY shall immediately remove the materials.





CITY shall mow regular playing surfaces at a minimum of once every two or three days. The Bermuda grass shall be cut to a minimum height of ¾" to a maximum height of 1" above soil level. The Bermuda grass shall be cut when the grass height reaches 1 ¼" and the grass height shall not exceed 1 ½". The Bermuda grass shall be cut often enough such that no more than 1/3 of the leaf surface is removed during each cutting.

**4.3. Fertilization**

CITY shall present SBBC with a schedule of fertilization dates prior to application of fertilizer on the playing surfaces. The fertilizer used shall be a commercial grade product and recommended for use on Bermuda grass. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. CITY will immediately remove any fertilizer thrown on hard surfaces to prevent staining. CITY shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often if necessary, to diagnose problem areas.

The CITY shall fertilize the Bermuda grass with a complete NPK profile. Applications shall occur at least 16 times per year and shall vary with the time of year of the application and the results of soil analysis. CITY shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

The CITY shall ensure that all commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

**4.4. Aeration, Verticutting, Topdressing, and Overseeding**

Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- **Core aeration a minimum of once every two months**
- Verticut twice during growing season
- Spiking (slicing) once every three months
- Topdressing once every six months



The topdressing material shall be a mixture similar to the profile of the soil below the grass as determined by soil analysis. CITY shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis. The topdressing material shall be purchased by the CITY. Overseeding material with a rye grass blend shall be provided at the CITY's expense on an as needed basis.

#### **4.5. Disease and Pest Management**

All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

#### **4.6. Application of Herbicides**

All playing surfaces shall be maintained in a weed free condition to the greatest extent possible and practical. CITY may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and procedures and all applicable Federal, State, County and Municipal regulations. CITY shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at CITY'S expense.

#### **4.7. Irrigation**

CITY shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to insure proper watering of the Fields. Irrigation schedules will comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.





CITY shall be responsible for the labor, supervision, materials and parts to make irrigation repairs to the lateral lines, risers and sprinkler heads as required to keep the system operating. The costs for repairs to lateral lines, risers and sprinkler heads shall be at the expense of CITY. CITY shall retain ownership of all replaced materials and parts for reuse or disposal. SBBC shall not retain any materials and parts for resale or reuse.

Time clocks shall be checked at least once a week by CITY. CITY shall, at least once per month, fully operate all the irrigation zones from the irrigation clock and replace, repair or clean all lateral lines, risers and sprinkler heads as needed. Any equipment damaged by CITY'S operation shall be replaced by the CITY.

**5. Access**

CITY shall have access over and across SBBC property necessary for the maintenance of the Fields in accordance with the terms and conditions of this Agreement. CITY shall, at its expense, be responsible for the restoration and repair of any damages caused by its access over and across the Fields and/or SBBC property in performance of this Agreement.

**6. Limitations of Use by SBBC**

The use of the Fields shall be limited to District athletic purposes only; the Fields shall not be used for any other purpose, nor shall the Fields be used by any third parties, excluding other District Schools, unless otherwise approved by the CITY. SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "B"**, to the City Manager or designee for third parties' request to use Fields a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by the third party and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The City Manager or designee shall determine if approval will be granted and provide SBBC feedback within eight (8) calendar days of receipt of the request.





**7. Limitations of Use by CITY**

CITY shall be entitled to exclusive use of the Fields when not in use by the SBBC. CITY shall submit a Notice of Facility Use form, **Exhibit "B"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates and times to be used by the CITY. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the City Manager or designee without a formal amendment of this Agreement. The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Fields by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the CITY.

**8. Ownership**

Any previous improvements to the Fields or infrastructure previously built on the Fields, paid for by CITY, are, and will remain, the sole property and responsibility of SBBC in perpetuity. Any maintenance equipment or other personal property placed on SBBC property by CITY shall remain the property of CITY.

**9. Damage to SBBC Property**

CITY shall not, by its actions or occupancy, cause damage to SBBC Property. Any damage caused by the intentional or negligent acts of CITY shall be the responsibility of CITY and shall be repaired at CITY'S expense. All other damage to SBBC property shall be the responsibility of SBBC and shall be repaired at SBBC'S expense.

**10. Alterations and Improvements to the SBBC Property**

CITY shall not make any alteration, adjustment, partition, addition or improvement to SBBC Property without obtaining prior written consent of SBBC. Written consent shall be in the form of an Agreement executed by both SBBC and CITY for such alterations, adjustments, partitions, additions or improvements and shall contain all pertinent plans and specifications.





**11. Background Screening**

CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CITY or its personnel providing any services under the conditions described in the previous sentence. CITY shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CITY and its personnel. The parties agree that the failure of CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from CITY'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or CITY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

**12. Indemnification**

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

**13. Insurance**

Upon execution of this Agreement, each party shall submit to the other, copies of its Certificate(s) of Insurance or self-insurance evidencing the required coverage.



### **13.1. Sovereign Immunity**

Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

### **13.2. General Liability**

Each party shall maintain General Liability Insurance, with limits of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, or \$2,000,000 Combined Single Limits. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability.

### **13.3. Worker's Compensation**

Each party shall procure and maintain at its expense, and keep in effect during the full term of the Agreement, worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 per accident/disease, per employee.

### **13.4. Automobile Liability**

Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for Automobile Liability.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.





Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party

**14. No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

**15. No Third-Party Beneficiaries**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**16. Independent Contractor**

The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party, nor its respective agents, employees, subcontractors, or assignees, shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to either party's retirement, leave benefits or any other benefits of either party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Neither party shall be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.





**17. Equal Opportunity Provision**

The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

**18. Public Records**

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. CITY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, CITY shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if CITY does not transfer the public records to SBBC. Upon completion of the Agreement, CITY shall transfer, at no cost, to SBBC all public records in possession of CITY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If CITY transfers all public records to SBBC upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**





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**19. Applicable Law and Venue**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be proper exclusively in Broward County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes from or in any way connected with this Agreement. The parties agree and understand that this waiver is a material contract term. This Agreement is not subject to arbitration.

**20. Breach or Default**

The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period; this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination pursuant to Section 2.

**21. Waiver of Breach and Materiality**

Failure by SBBC or CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. SBBC and CITY agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.





**22. Severance**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**23. Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

**24. Prior Agreements**

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

**25. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**26. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto

**27. Compliance with Laws**

SBBC and CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.





**28. Surrender upon Termination**

Upon termination in accordance with Section 2 above, CITY shall leave SBBC Property in the condition existing at the time of termination of this Agreement.

**29. Incorporation by Reference**

**Exhibits A & B** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

**30. Captions**

The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**31. Preparation of Agreement**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**32. Force Majeure**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.



**33. Survival**

All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

**34. Contract Administration**

SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of SBBC. CITY has delegated authority to the City Manager or his/her designee to take any actions necessary to implement and administer this Agreement on behalf of CITY.





**35. Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**36. Notices**

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

SBBC:

Superintendent of Schools  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2600  
Facsimile: (754) 321.2701

With a Copy to:

Director, Facility Planning and Real Estate  
The School Board of Broward County  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (754) 321-2177

CITY:

Donald P. Decker, City Manager/CEO  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326  
Telephone: (954) 385-2000  
Fax: (954) 385-2010



With a Copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 763-4242  
Fax: (954) 764-7770

**37. Place of Performance**

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

**38. Assignment**

Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

**39. Waiver**

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement

**40. List of Exhibits**

Exhibit A: Sketch of athletic fields property  
Exhibit B: Notice of Facility Use form





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: School Board of Broward County, Florida through its Board, signing through its Chair, authorized to execute same by Board action on the 18<sup>th</sup> day of May, 2021\_\_; and City of Weston, Florida authorized to execute same.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Rosalind Osgood  
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

M. May  
Office of the General Counsel





**MAINTENANCE AND USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE CITY OF WESTON, FLORIDA FOR CYPRESS BAY HIGH SCHOOL STADIUM FOOTBALL/BASEBALL/SOFTBALL FIELDS**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing through its Mayor, authorized to execute same by Commission action on the 21<sup>st</sup> day of June, 2021; and School Board of Broward County authorized to execute same.

**CITY OF WESTON, through its  
City Commission**

By: Margaret Brown  
Margaret Brown, Mayor

21<sup>st</sup> day of June, 2021

ATTEST:

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

By: Donald P. Decker  
Donald P. Decker, City Manager /CEO

20<sup>nd</sup> day of June, 2021

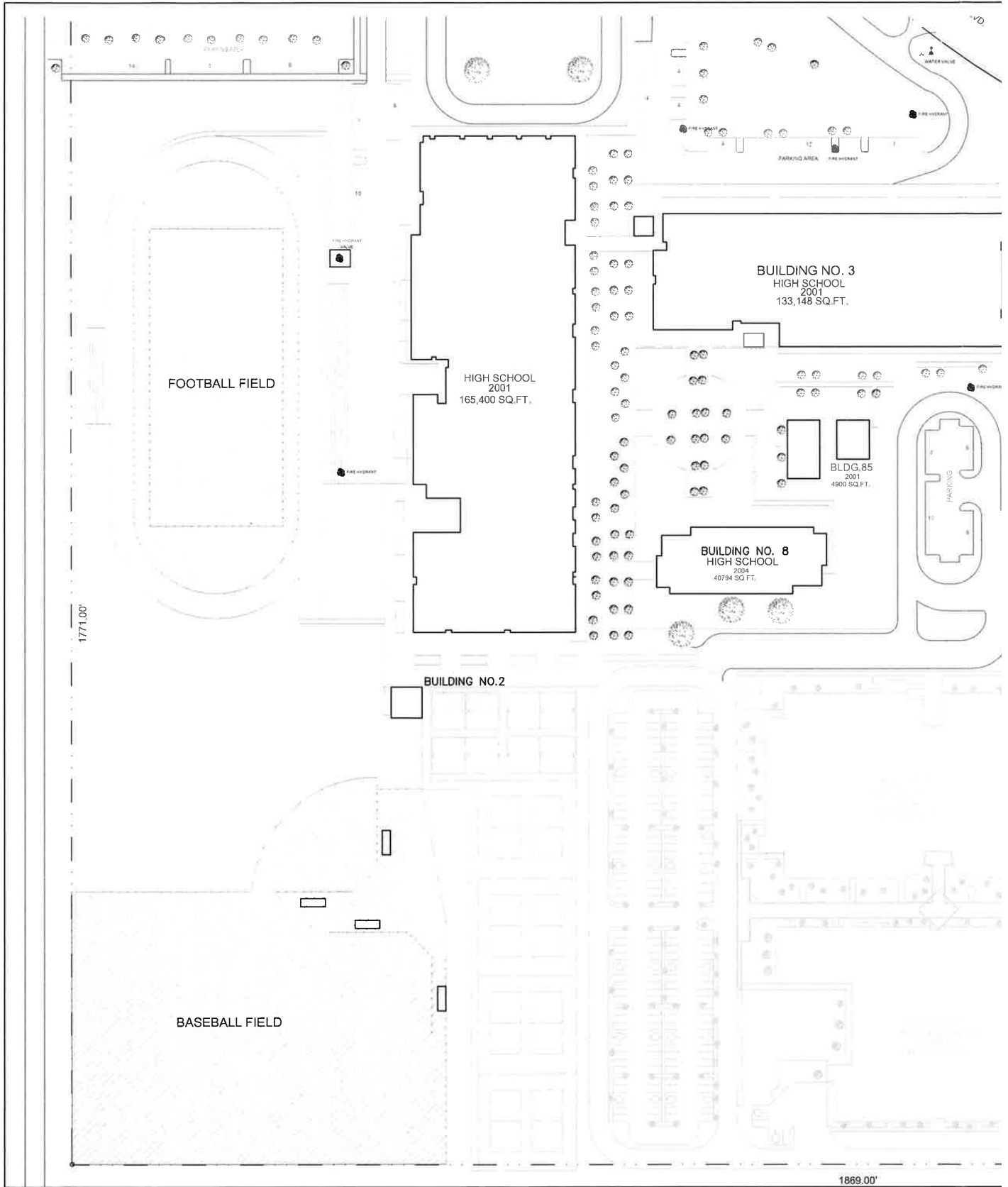
Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By: Jamie Alan Cole  
Jamie Alan Cole, City Attorney

21<sup>st</sup> day of June, 2021

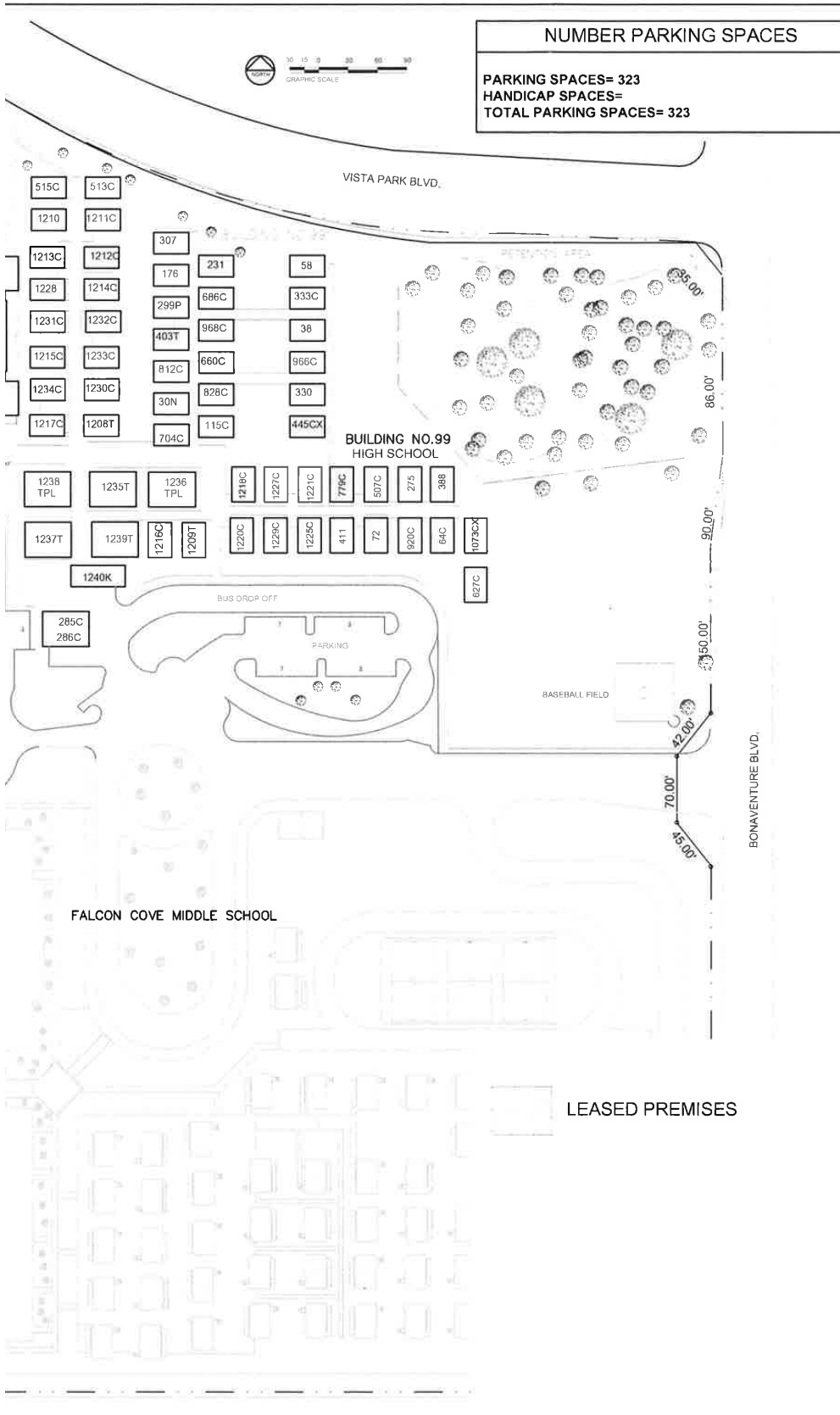
(CITY SEAL)







"EXHIBIT A"



**NUMBER PARKING SPACES**  
 PARKING SPACES= 323  
 HANDICAP SPACES=  
 TOTAL PARKING SPACES= 323

**Broward County  
Public Schools**  
 Facility Planning & Real Estate  
 Department  
 600 S.E. 3rd Avenue, 8th Floor  
 Fort Lauderdale, FL 33301  
 Phone: 754 321-2177

<b>F.I.S.H.</b>	
CENTRAL AREA	
DISTRICT NUMBER- MSID	
<b>3623</b>	
STATE NUMBER	
<b>264</b>	
PARCEL	FACILITY
<b>264</b>	<b>0252</b>

No.	DATE	BY	COMMENT
1	10/11/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
2	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
3	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
4	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
5	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332
6	11/14/07	M.A.R.	18600 VISTA PARK BLVD, WESTON, FL 33332

**CYPRESS BAY  
HIGH SCHOOL**  
 18600 VISTA PARK BLVD  
 WESTON FL, 33332

CAD FILE NAME:  
 FH3623SP1

ORIGINAL ISSUE DATE:  
 OCTOBER-11-2007

**SITE PLAN**





EXHIBIT "B"

NOTICE OF FACILITY USE FORM FOR AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CITY OF WESTON

Name of Local Government

Date Filed

Location

Type of Activity

Facility

Date(s) Needed

Time(s) Needed

CHARGES (IF APPLICABLE)

Service/Item

NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information

CONTACTS/AUTHORIZED SIGNATURE

For School: Principal

For Local Government: City Manager or Designee

Name

Title

Date

Signature:

Approve Disapprove

Name

Title

Date

Signature:

Approve Disapprove

RATIONALE FOR DISAPPROVAL





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## Appendix K. Public Survey



# City of Weston Parks and Recreation Master Plan Survey Report 9/15/22





# Table of Contents

- Introduction
- Methodology
- Key Findings
- Living in Weston
- Current Usage
- Communication
- Current Facilities & Services
- Future Facilities, Amenities, and Services
- Financial Choices/Fees
- Demographics



# Introduction

- The purpose of this study was to gather community feedback on the Weston parks, recreation facilities, amenities, future planning, communication, and more.
- This survey research effort and subsequent analysis were designed to assist Weston in developing a plan to reflect the community's needs and desires.

THE CITY OF WESTON

PARTICIPATE IN WESTON'S PARKS and RECREATION MASTER PLAN SURVEY

*Participe en la encuesta del Plan Maestro de Parques y Recreación de Weston*

**Help us create the future of our parks!**

- Give input on parks & facilities and recreational opportunities.
- Identify priorities for the next 10 years.

**¡Ayúdanos a dar forma al futuro de nuestros parques!**

- De su opinión sobre los parques, instalaciones y actividades de recreación.
- Identifique sus prioridades para los próximos 10 años.

1996  
CITY OF WESTON

# Research Methods

## 1 = Statistically Valid (Invitation Survey)

Postcards were mailed to a systematic random sample of residential addresses in Weston, with instructions to complete online through password protected website (1 response per household). A second mailing was sent to help increase participation. The survey was available in both Spanish & English.



157 Invitation surveys completed  
+/- 7.8% Margin of Error

## 2 = Open Link Survey

Later, the online survey was made available to all Weston stakeholders, including non-county residents (e.g., commuters, residents of nearby communities)



1,135 Open Link surveys completed

8,333 Postcards Mailed  
(8,065 delivered)

1,292

Total  
Surveys  
Completed

# Weighting the Data

---

1

The underlying data from the survey were weighted by age and ethnicity to ensure appropriate representation of **Weston residents** across different demographic cohorts in the sample.



2

Using U.S. Census Data, the invite sample distributions were adjusted to more closely match the age and ethnicity of the actual population profile of the **Weston residents**.

# Key Findings

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Two samples were collected in the survey effort, the statistically-valid Invite sample and the Open link sample, which had a strong response. Together they provide an excellent source of input on topics addressed through the survey. Survey results are presented in formats that compare responses from each sample, along with an overall response. In general, responses from the Open survey are similar to the Invite, a positive finding in that it indicates that special interest groups did not dominate the Open survey responses.



Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5, with 5 being “very familiar.”



The top three most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently. Respondents from both samples live closest to Gator Run Park, Weston Regional Park and Indian Trace Park. Restrooms, walking paths and parking are the most used amenities by both samples.



# Key Findings

---



Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.



Both samples feel similar toward the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.” The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.



Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatics facilities.

# Key Findings

---



A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.



Looking toward the future:

The top-rated amenity is adding more shaded outdoor areas,

The top-rated program is youth sports,

And the top-rated event is Farmers Market



The most supported funding options overall are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options. Most respondents feel that fee increases would limit participation somewhat (36% overall), and others are split between fees limiting participation significantly or not at all. Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

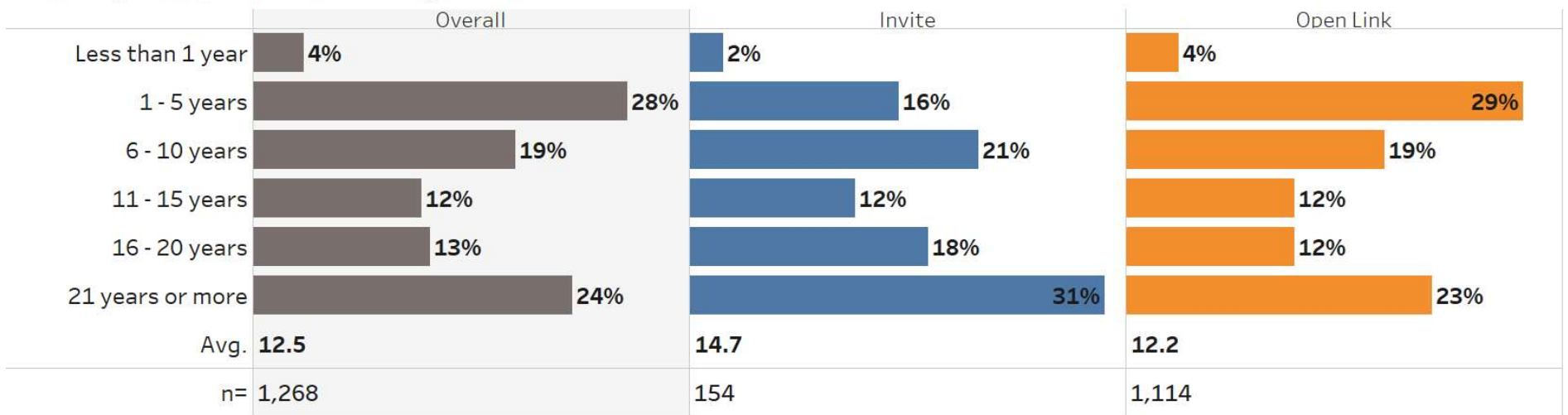
# Living in Weston



# Length of Time in Weston

Overall, respondents have lived in Weston for an average of 12.5 years. The Invite sample has lived in the area slightly longer than the Open link.

How long have you lived in the City of Weston?



Source: RRC Associates



# Location in Weston

Respondents are distributed throughout the City of Weston, with similar representation from both the Invite and Open link.

Using the map above, which City Area do you live in?

	Overall	Invite	Open Link
Area A	21%	18%	21%
Area B	12%	17%	12%
Area C	13%	11%	13%
Area D	15%	13%	16%
Area E	8%	11%	8%
Area F	9%	6%	9%
Area G	17%	18%	16%
Don't know	5%	7%	5%
n=	1,272	155	1,117

Source: RRC Associates

CITY OF WESTON  
AREAS & PARK MAP



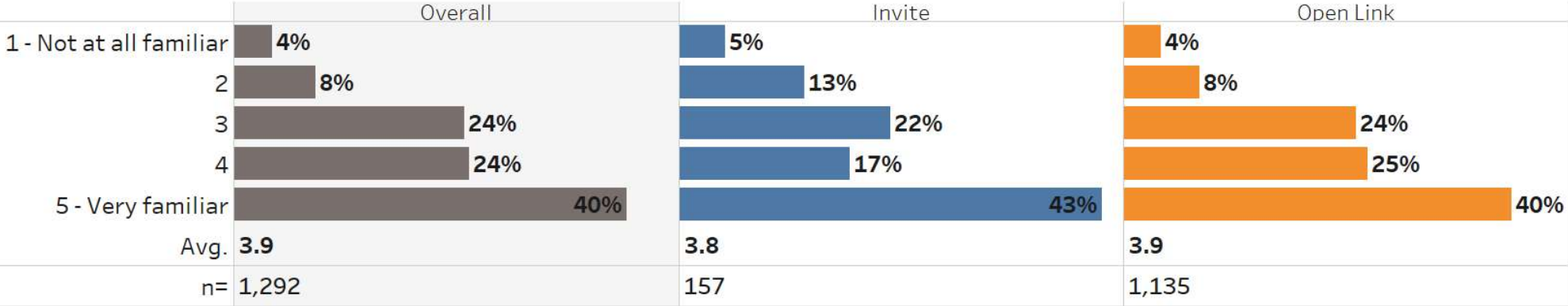
**LEGEND**

- City of Weston Boundary
- Area A
- Area B
- Area C
- Area D
- Area E
- Area F
- Area G
- City Parks
- 1. Bonaventure Park
- 2. Country Isles Park
- 3. Eagle Point Park
- 4. Emerald Estates Park
- 5. Gator Run Park
- 6. Heron Park
- 7. Indian Trace Park
- 8. Library Park
- 9. Peace Mound Park
- 10. Tequesta Trace Park
- 11. Town Center Park
- 12. Vista Park
- 13. Weston Regional Park
- 14. Weston Racquet Club
- 15. Windmill Ranch Park

# Familiarity with Parks and Recreation Facilities

Respondents are very familiar with the parks and recreation programs and facilities offered by the City. The average rating overall is 3.9 on a scale of 1-5 with 5 being “very familiar.”

How familiar is your household with the parks, facilities, recreation programs, and services offered?



Source: RRC Associates

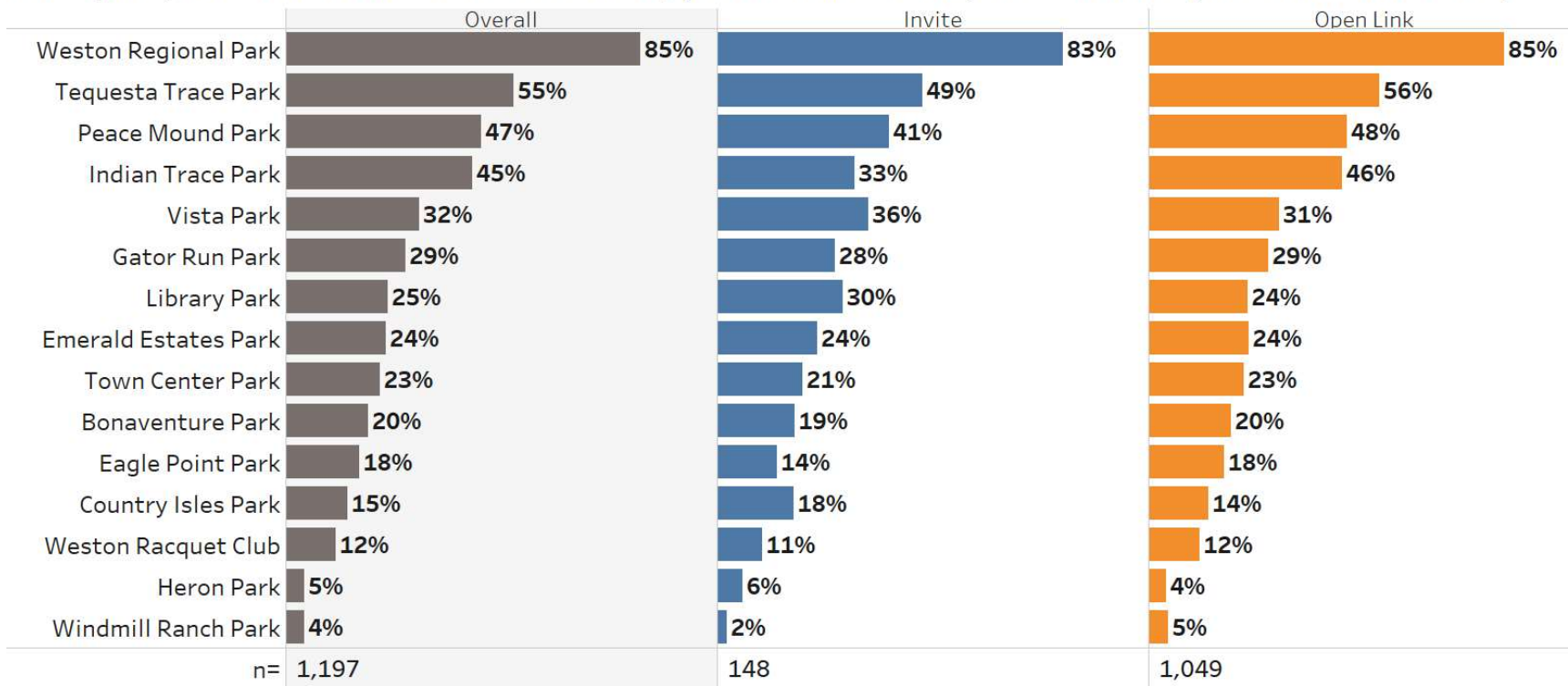
# Current Usage



# Frequency of Use

The most visited parks for both samples are Weston Regional Park, Tequesta Trace Park and Peace Mound Park. The Open link Sample uses Indian Trace Park more frequently.

Which parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)



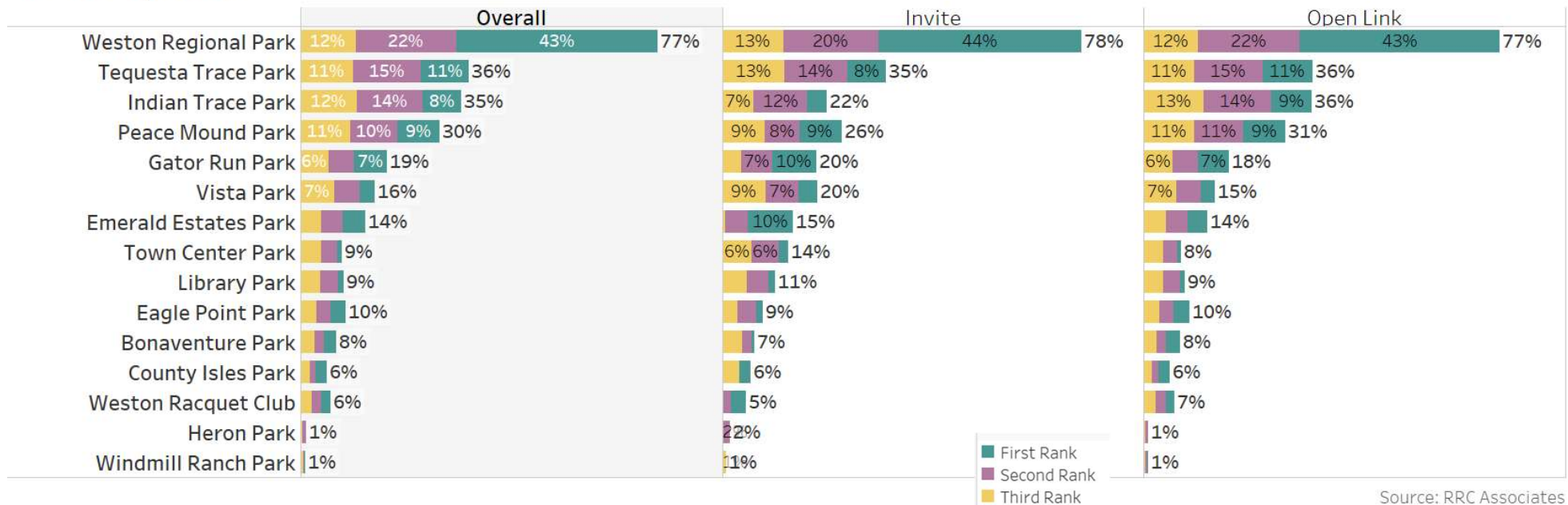
Source: RRC Associates



# Top 3 Most Visited Facilities

Weston Regional Park, Tequesta Trace Park, Indian Trace Park and Peace Mound Park are the most frequented parks/recreation facilities. There is little visitation to Heron Park or Windmill Ranch Park.

Q 5: From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

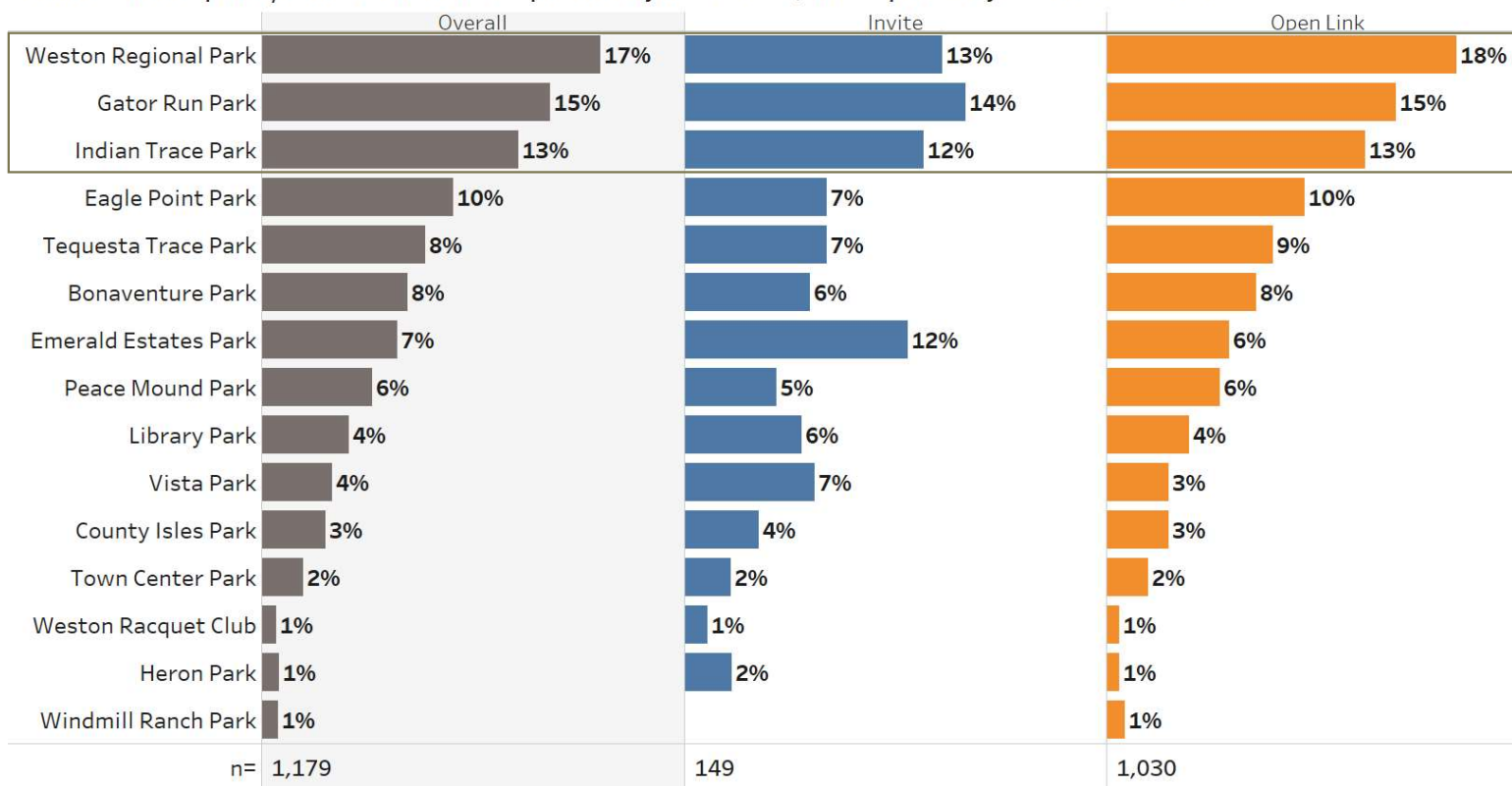


Source: RRC Associates

# Closest Parks or Recreation Facilities

The top three parks which respondents live closest to are the same for both sample types. Invite respondents live closer to Emerald Estates Park and Open link respondents live closer to Eagle Point Park.

From the list of parks/recreation facilities previously mentioned, which park do you live closest to?

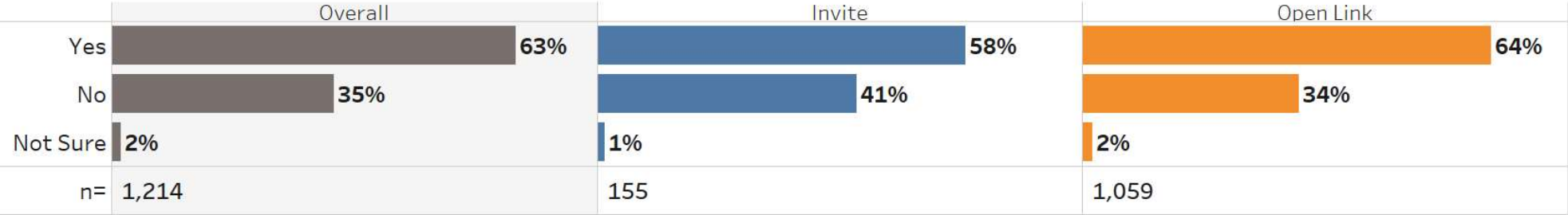


Source: RRC Associates

# Use of Private Recreational Amenities

A larger portion of respondents do use private recreation amenities within their neighborhood (63% overall). The Open link sample is more likely to use private recreational amenities.

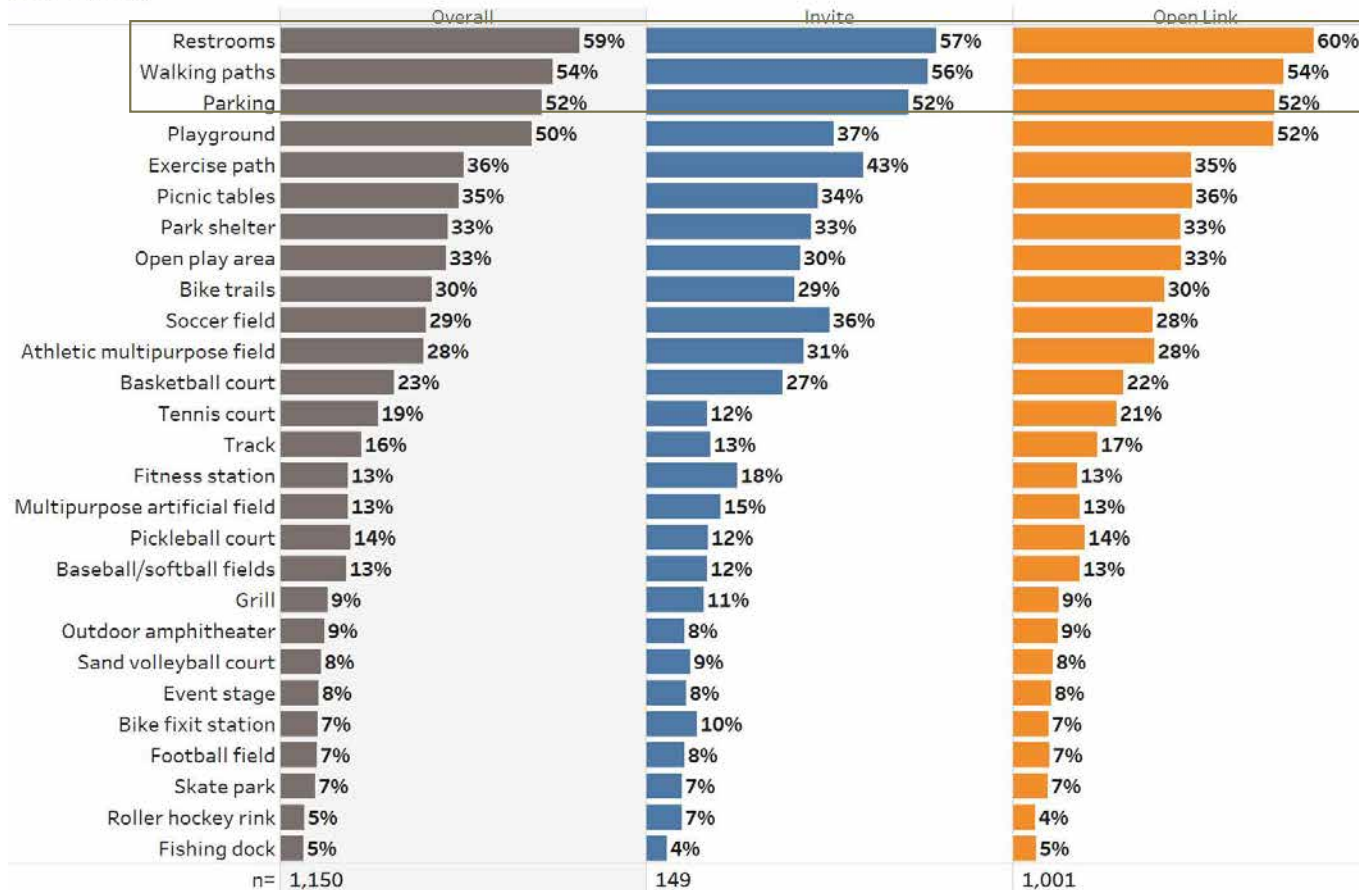
Do you and/or members of your household utilize private recreational amenities within your neighborhood (e.g., pool, gym, court)?



Source: RRC Associates

# Use of Amenities

Which of the following amenities does your household use when visiting Weston parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates

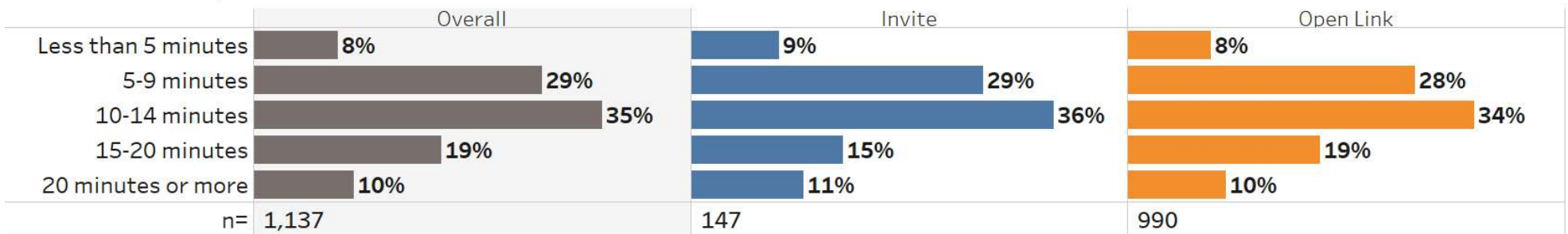
- Restrooms, walking paths and parking are the most used amenities by both samples.
- The Open link sample uses playgrounds and tennis courts more frequently.
- The Invite sample uses exercise paths and soccer fields more often.



# Willingness to Walk to Parks and Recreation Facilities

Overall, 35% of respondents are willing to walk 10-14 minutes, and 29% are willing to walking 5-9 minutes to get to a nearby park or recreation facility. Only 10% are willing to walk 20 minutes or more to get to a local facility.

How long would you be willing to walk from your home (one direction), to get to a park, community center and/or other recreation facility?



Source: RRC Associates

# Transportation to Parks

Most respondents use a motor vehicle (88%), however, a large share also walk/run (43%) and bike (42%).

When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)

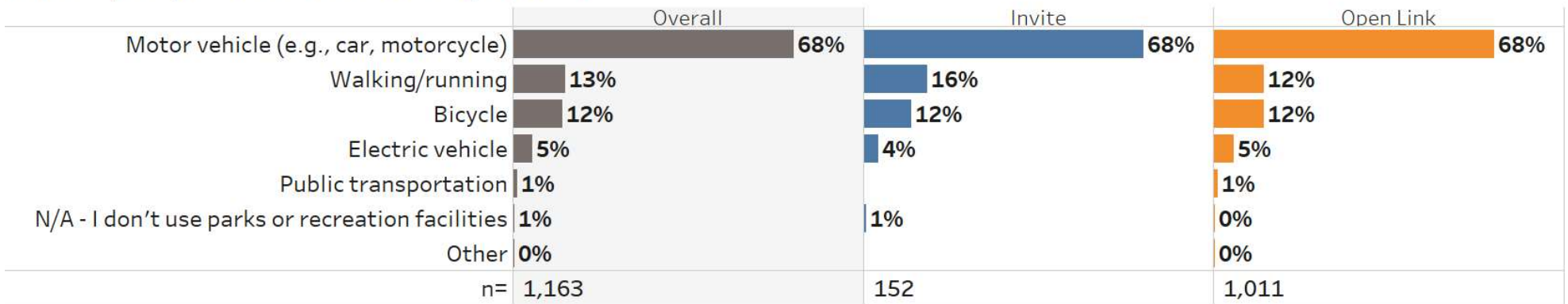
	Overall	Invite	Open Link
Motor vehicle (e.g., car, motorcycle)	88%	87%	89%
Walking/running	43%	43%	43%
Bicycle	42%	39%	42%
Electric vehicle	7%	7%	7%
N/A - I don't use parks or recreation facilities	1%	1%	0%
Public transportation	1%		1%
n=	1,157	151	1,006

Source: RRC Associates

# Preferred Transportation

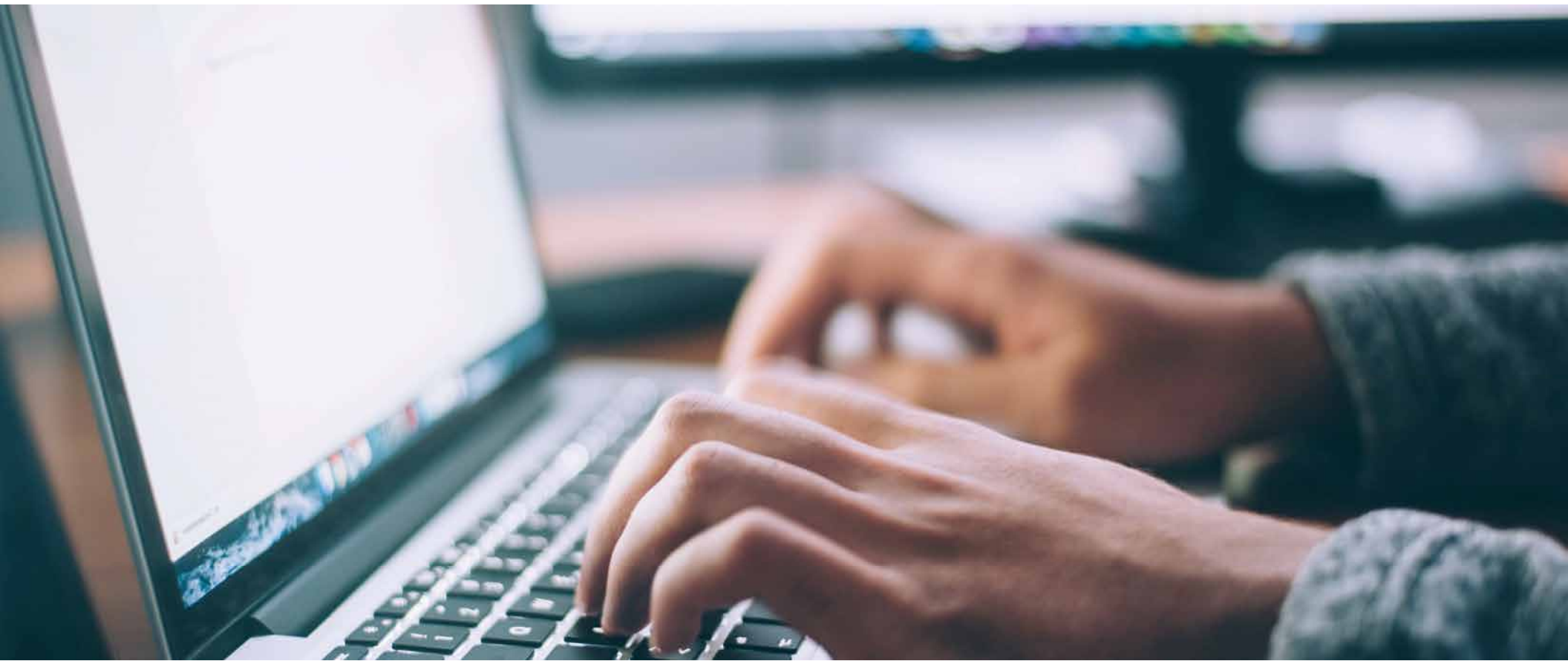
The preferred mode of transportation is motor vehicles (68%) followed by walking/running (13%) and biking (12%). The Invite sample has a greater portion of those who prefer walking/running.

What is your preferred mode of transportation?



Source: RRC Associates

# Communication

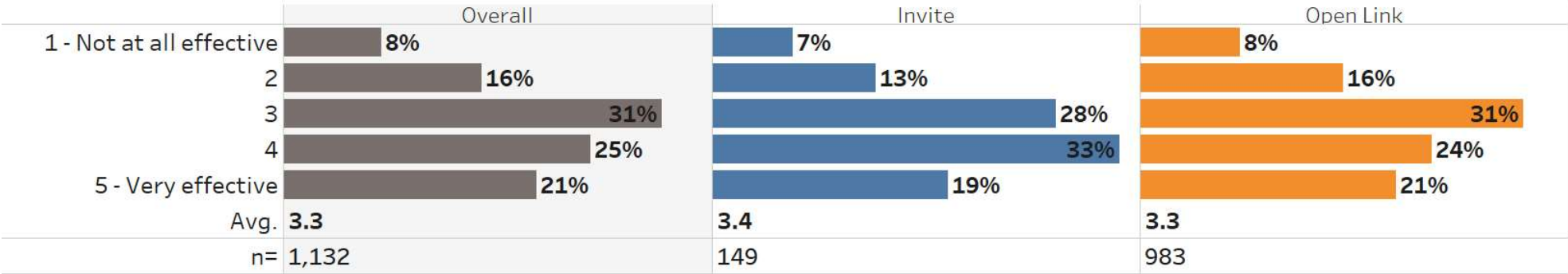




# Effectiveness of Communication

Both samples feel similar towards the effectiveness of communication by the City. Respondents feel that communication is moderately effective with an average rating of 3.3 overall on a scale of 1-5, with 5 being “very effective.”

How effective is the City of Weston at reaching you with information on parks and recreation facilities, programs, and services?

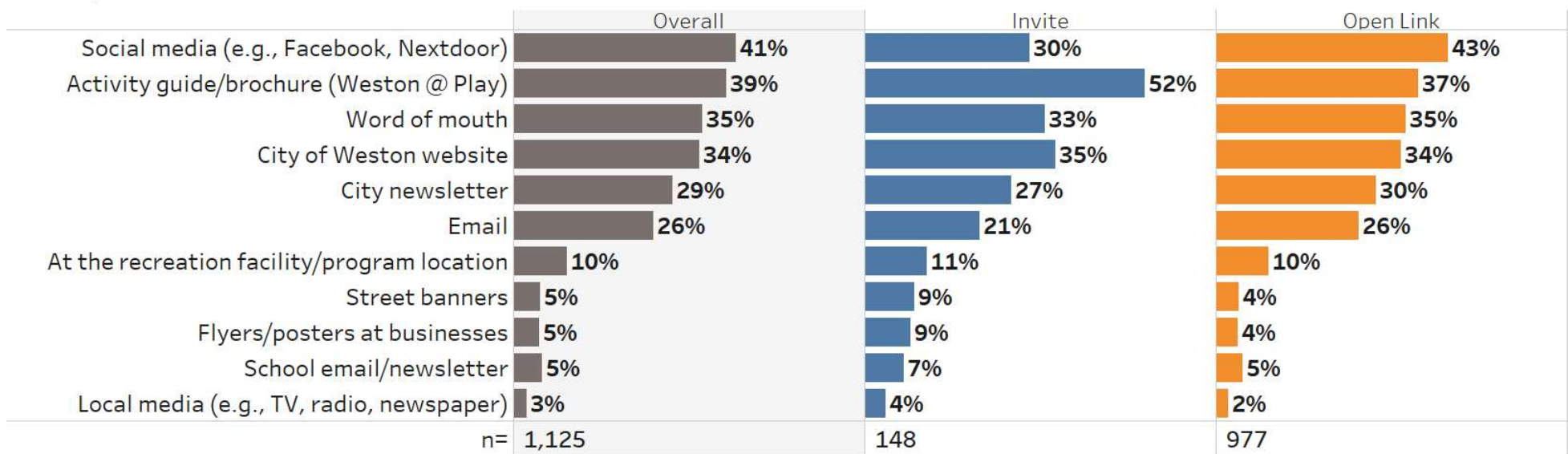


Source: RRC Associates

# Current Communication Methods

Majority of the Invite sample currently receives communication via Weston @ Play, and more of the Open link sample receives communication via social media. Overall, current communication methods are diverse.

How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

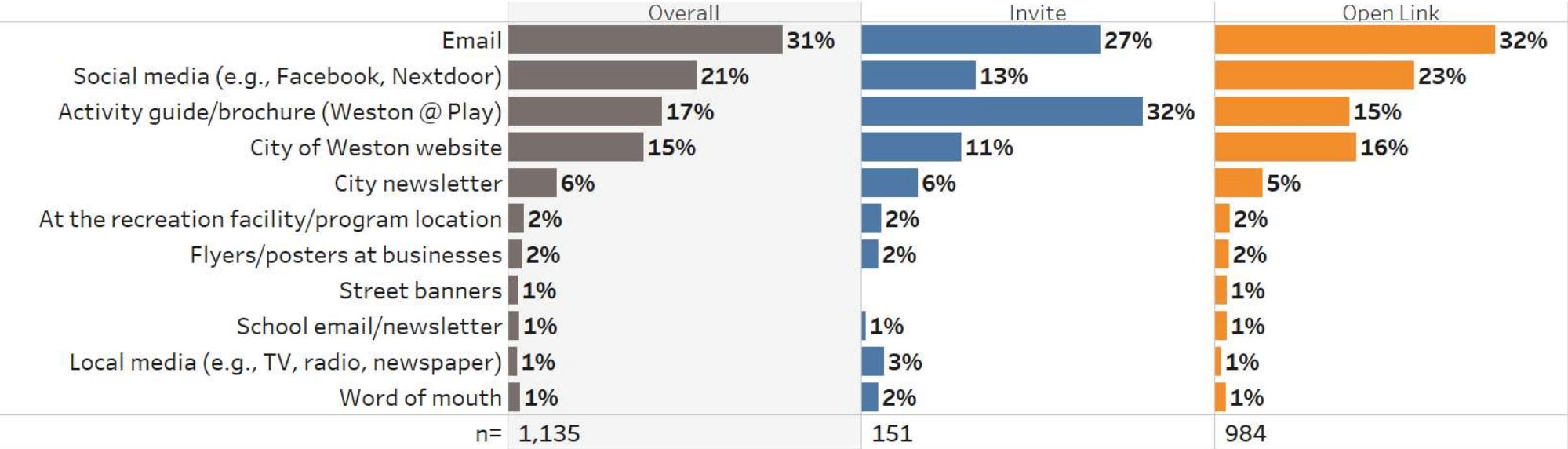


Source: RRC Associates

# Preferred Communication

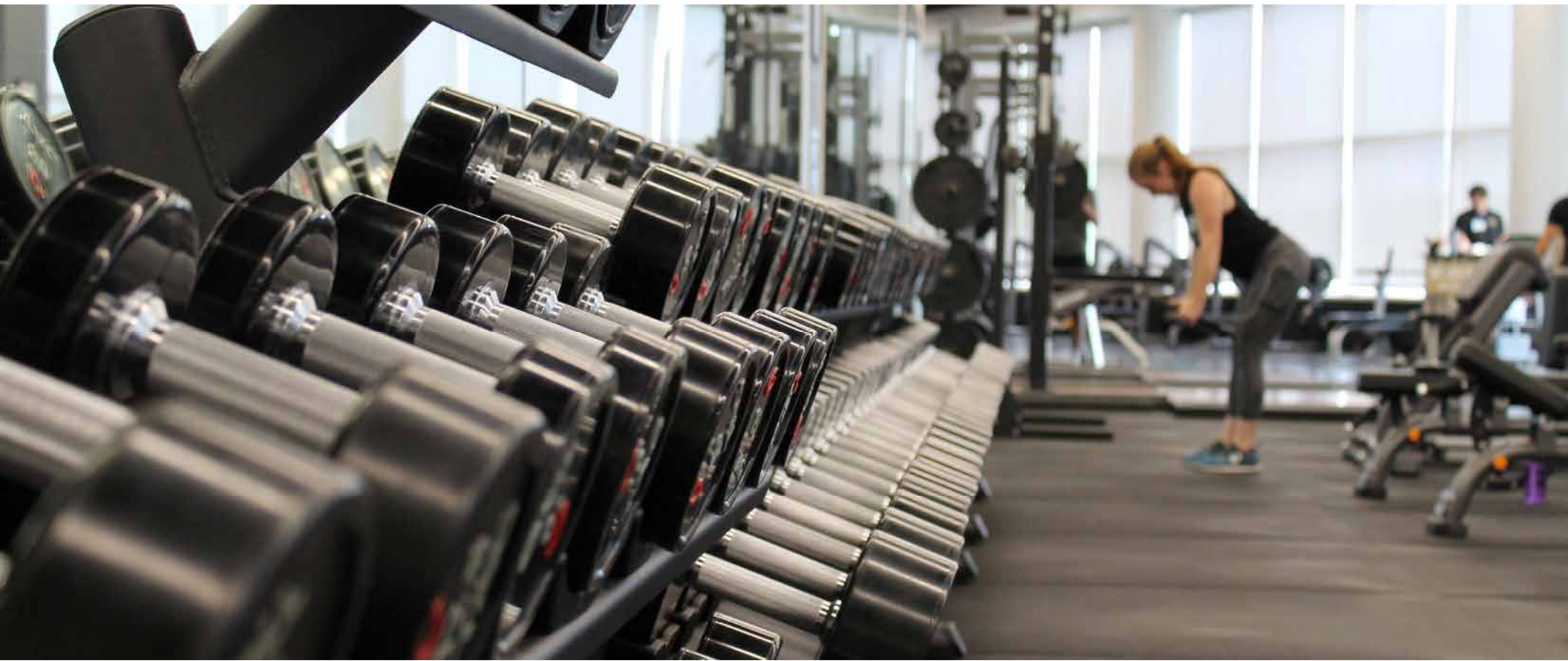
The Invite sample prefers to receive communication via Weston @ Play and email, and the Open link sample prefers to receive communication via email and social media.

What is the best way for you to receive information on parks and recreation facilities, services, and programs?



Source: RRC Associates

# Current Facilities and Services



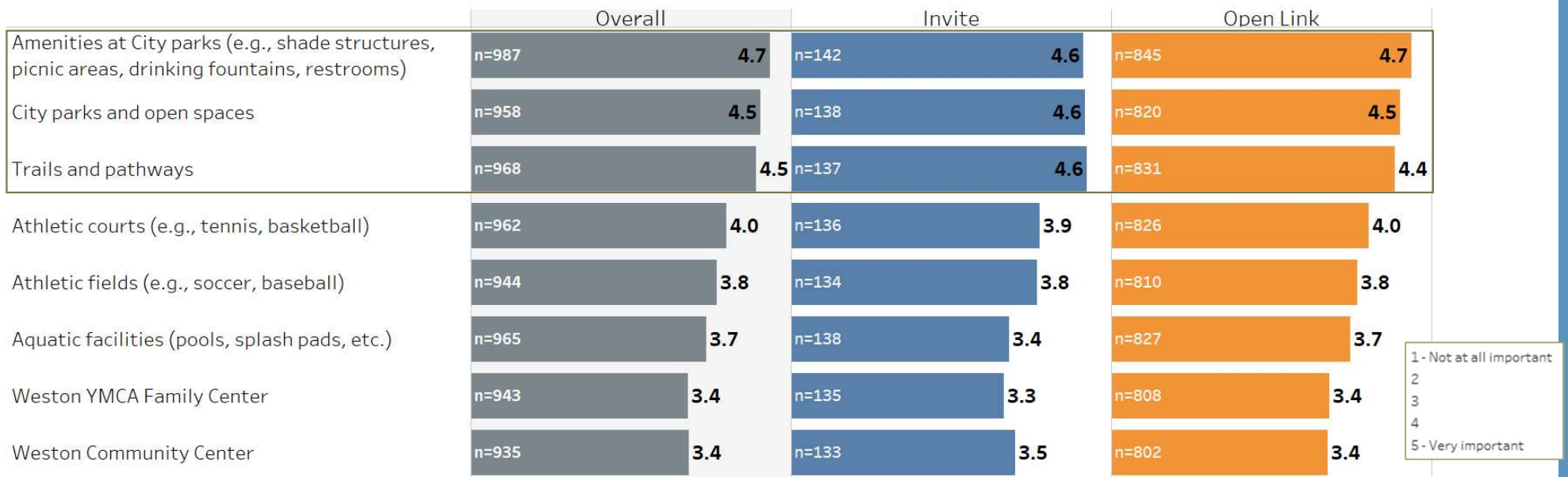


# Facilities and Amenities - Importance Average

Trails and pathways, amenities at City parks, and City parks and open spaces are the most important facilities and amenities to both samples. The Weston YMCA Family Center is of less importance.

Q 15: How important are the following facilities and services to your household?

## Facilities & Amenities



\*Ratings categories are sorted in descending order by the average rating of the invite sample.

Source: RRC Associates

# Facilities and Amenities - Needs Met Average

Overall, most facilities and amenities are meeting the needs of the community fairly well (3.7 and above) except for the Weston Community Center and aquatic facilities (3.6 and 2.9, respectively).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Facilities & Amenities

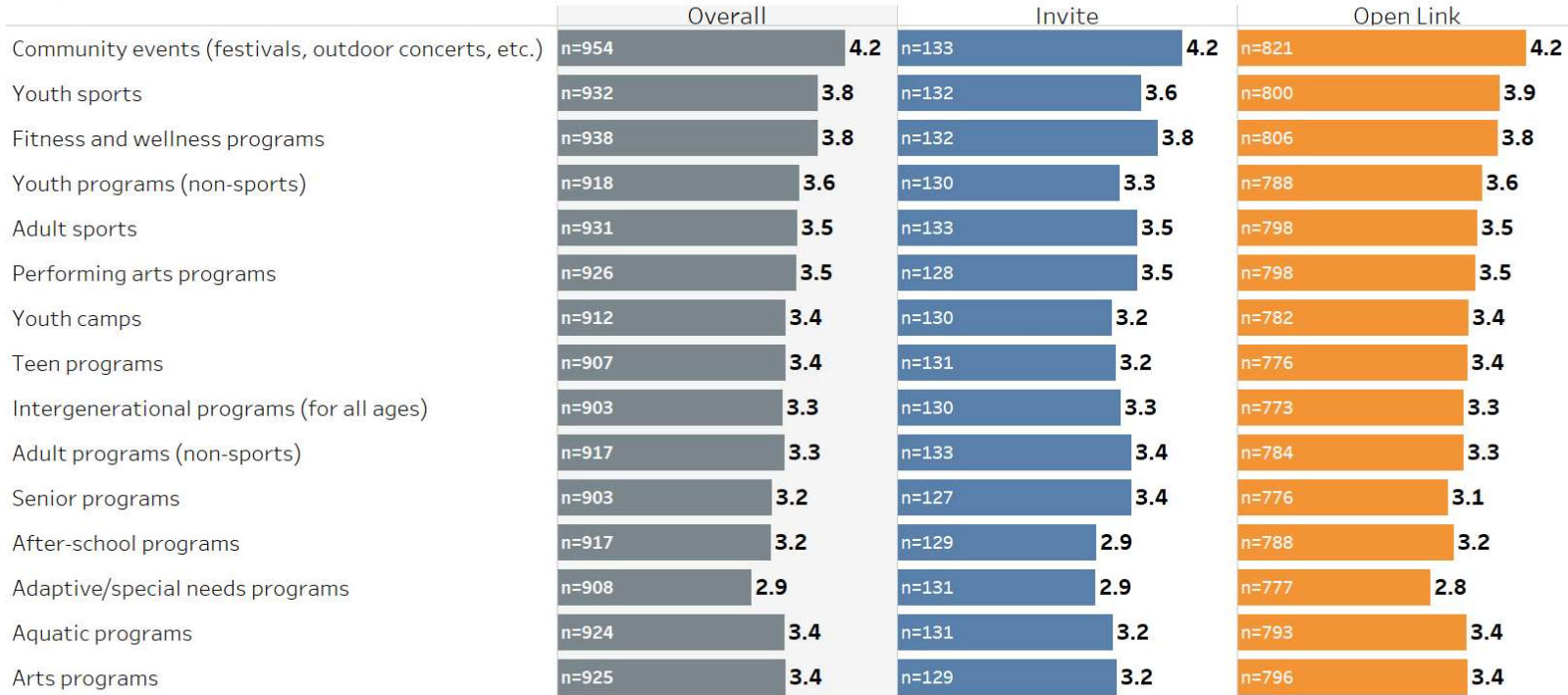


Source: RRC Associates

# Programs & Services - Importance Average

Almost all programs and services show higher levels of importance (3.2 and above). Adaptive/special needs programs and after-school programs are of lesser importance. Community events are the most important for both samples (4.2).

Q 15: How important are the following facilities and services to your household?  
Programs & Services



1 - Not at all important  
2  
3  
4  
5 - Very important

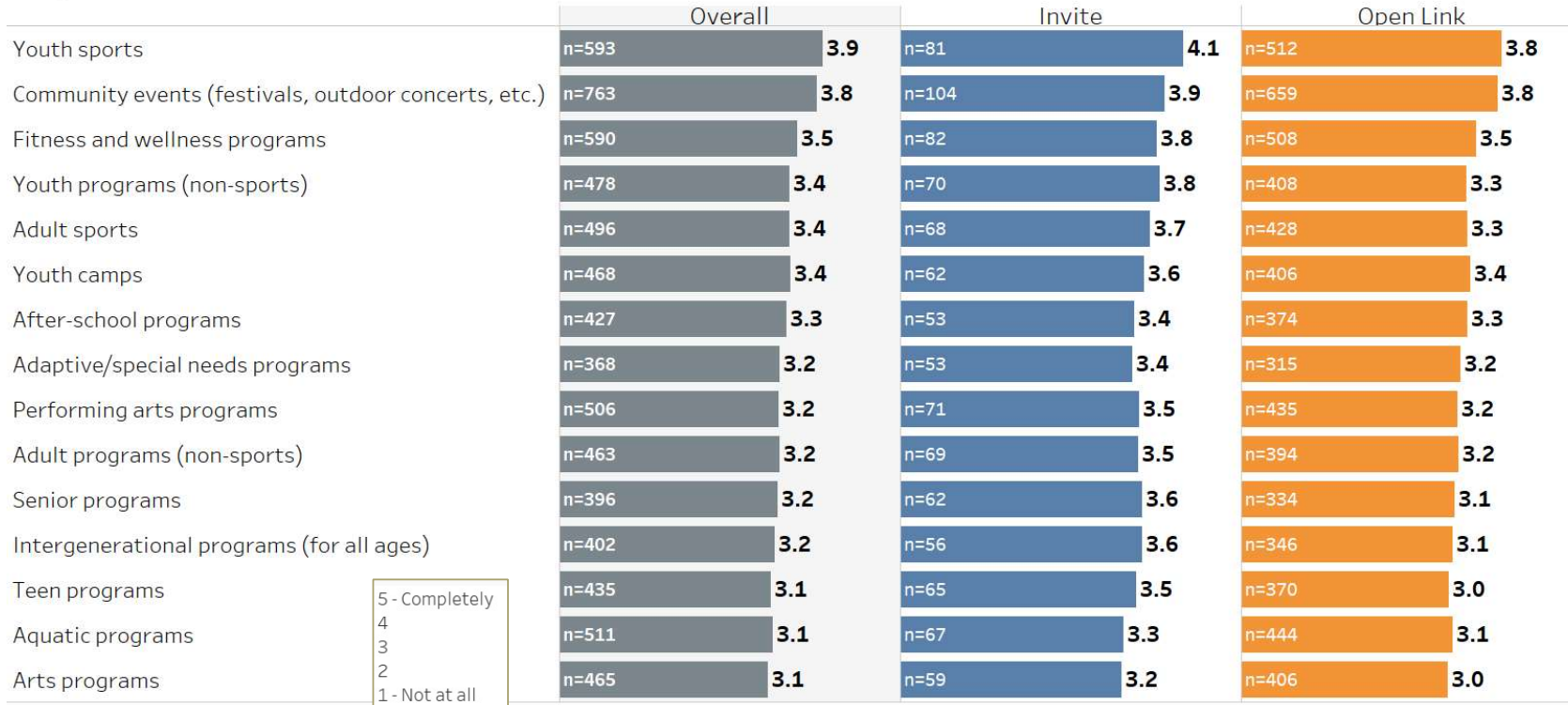
\*Ratings categories are sorted in descending order by the average rating of the invite sample.  
Source: RRC Associates

# Programs & Services - Needs Met Average

All programs and services are meeting the needs of the community adequately (3.1 and above overall with 5 being “completely meeting the needs of the community”).

Q 15: How well are the following facilities and services currently meeting the needs of the community?

## Programs & Services

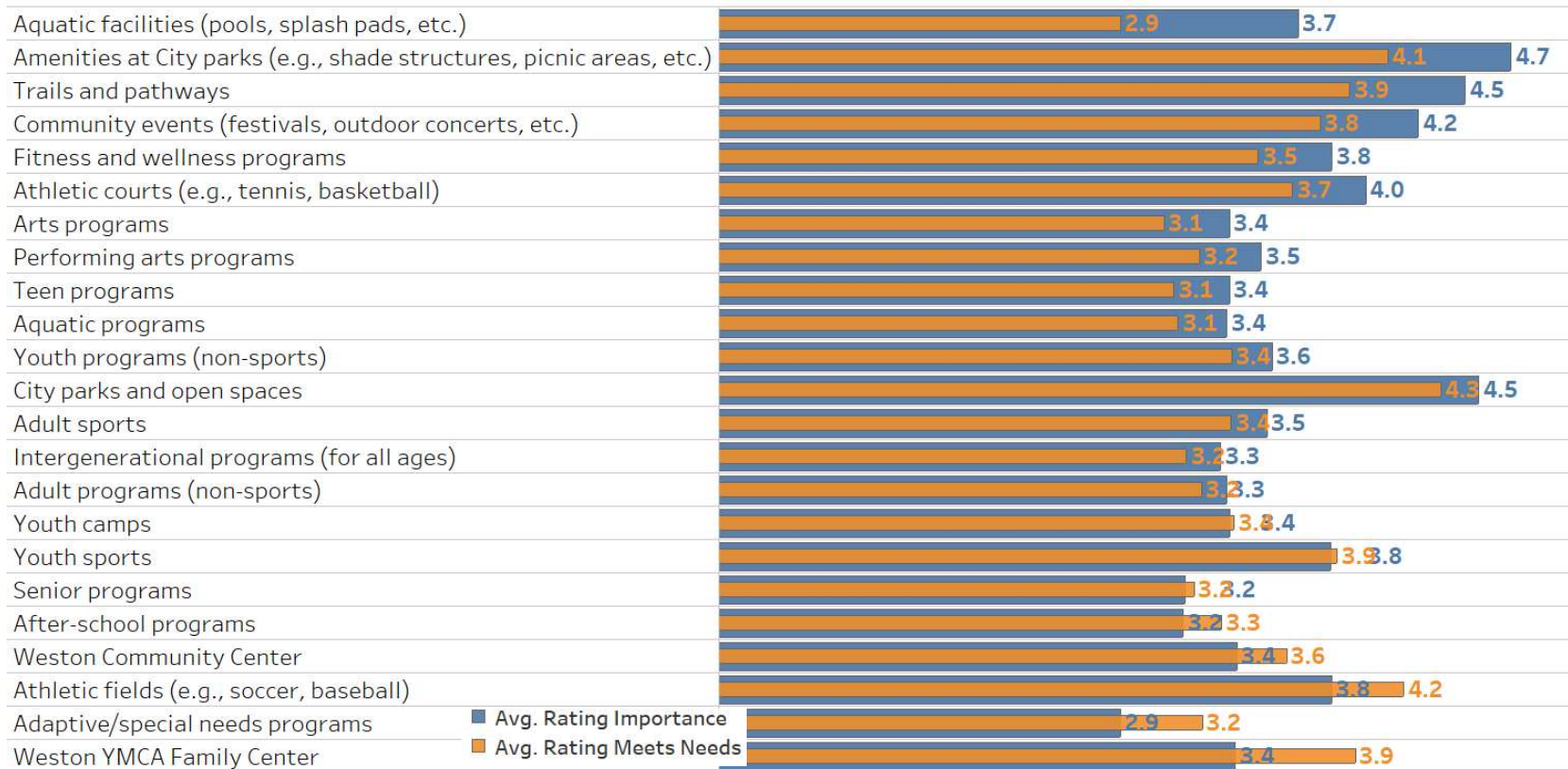


Source: RRC Associates



# Average Importance vs. Average Satisfaction By Invite Sample

Average Importance vs. Average Satisfaction



The chart compares the average importance rating for all categories to the average satisfaction rating for the Invite sample. The area of which to focus is the aquatics facilities.

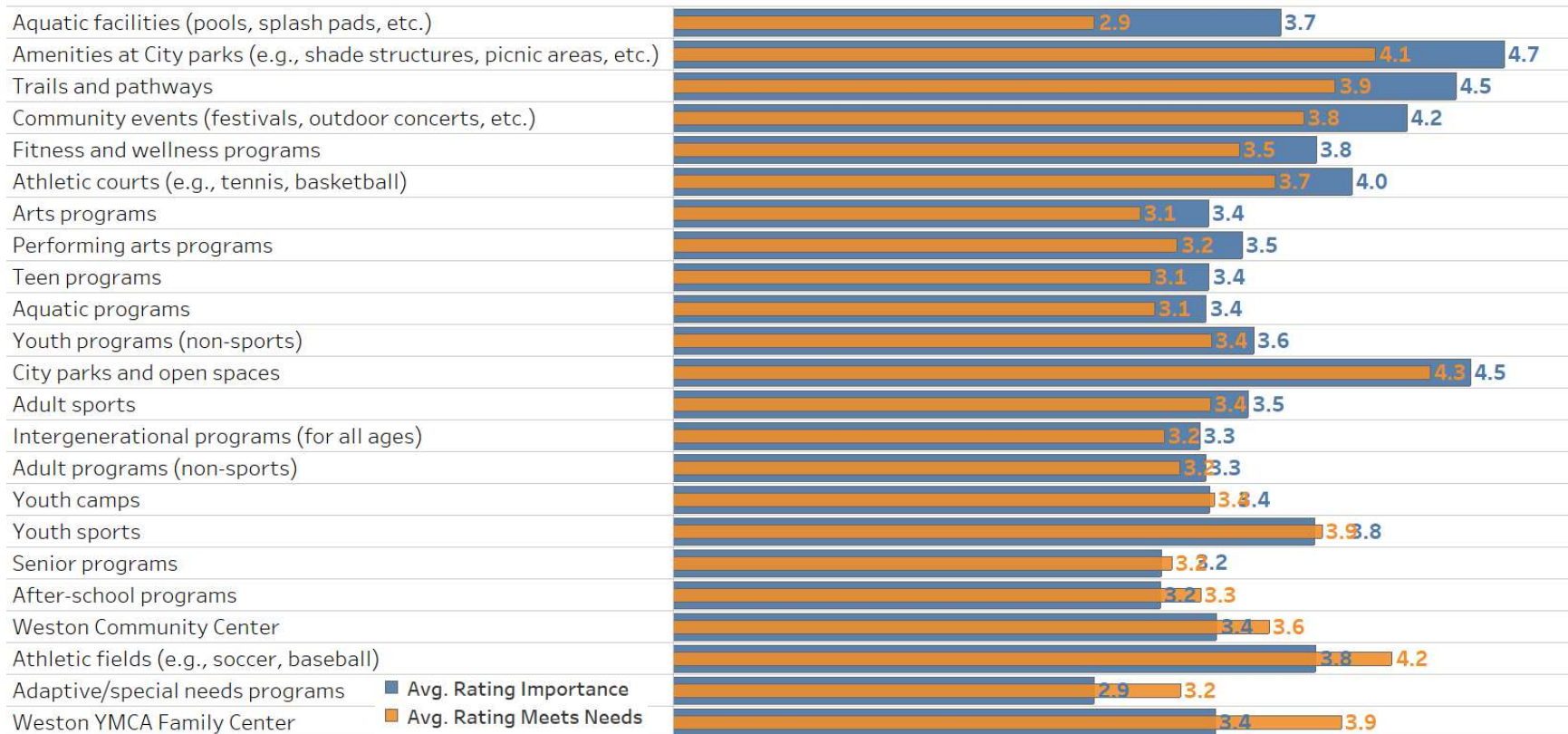
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Average Importance vs. Average Satisfaction By Open Link Sample

Like the Invite sample, the Open link sample also agrees that aquatic facilities could use the most improvement (greatest difference between average importance rating and average satisfaction rating).

Average Importance vs. Average Satisfaction



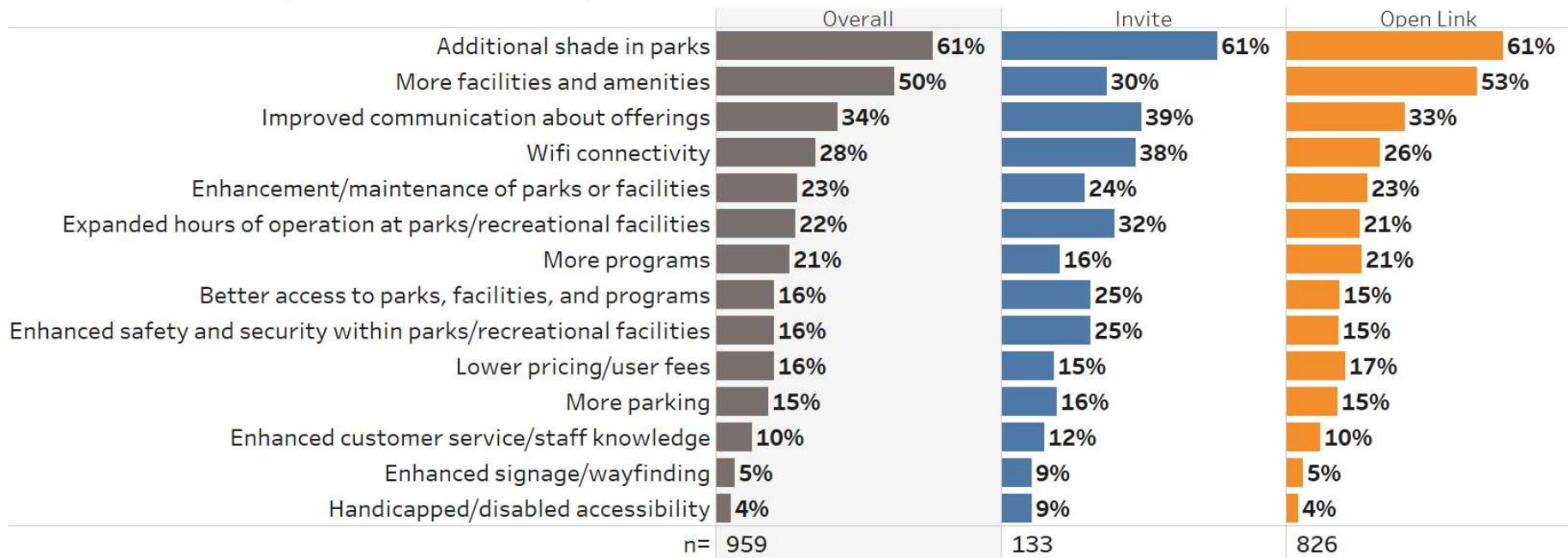
Categories sorted by difference between average importance and average rating.

Source: RRC Associates

# Ways to Increase Use

A total of 61% of both samples agree that additional shade in parks would help increase their use of parks and recreation facilities. The Open link sample feels stronger about adding more facilities and amenities.

What are the most important areas that, if addressed by the City of Weston, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)



Source: RRC Associates



# **Future Facilities, Amenities, and Services**

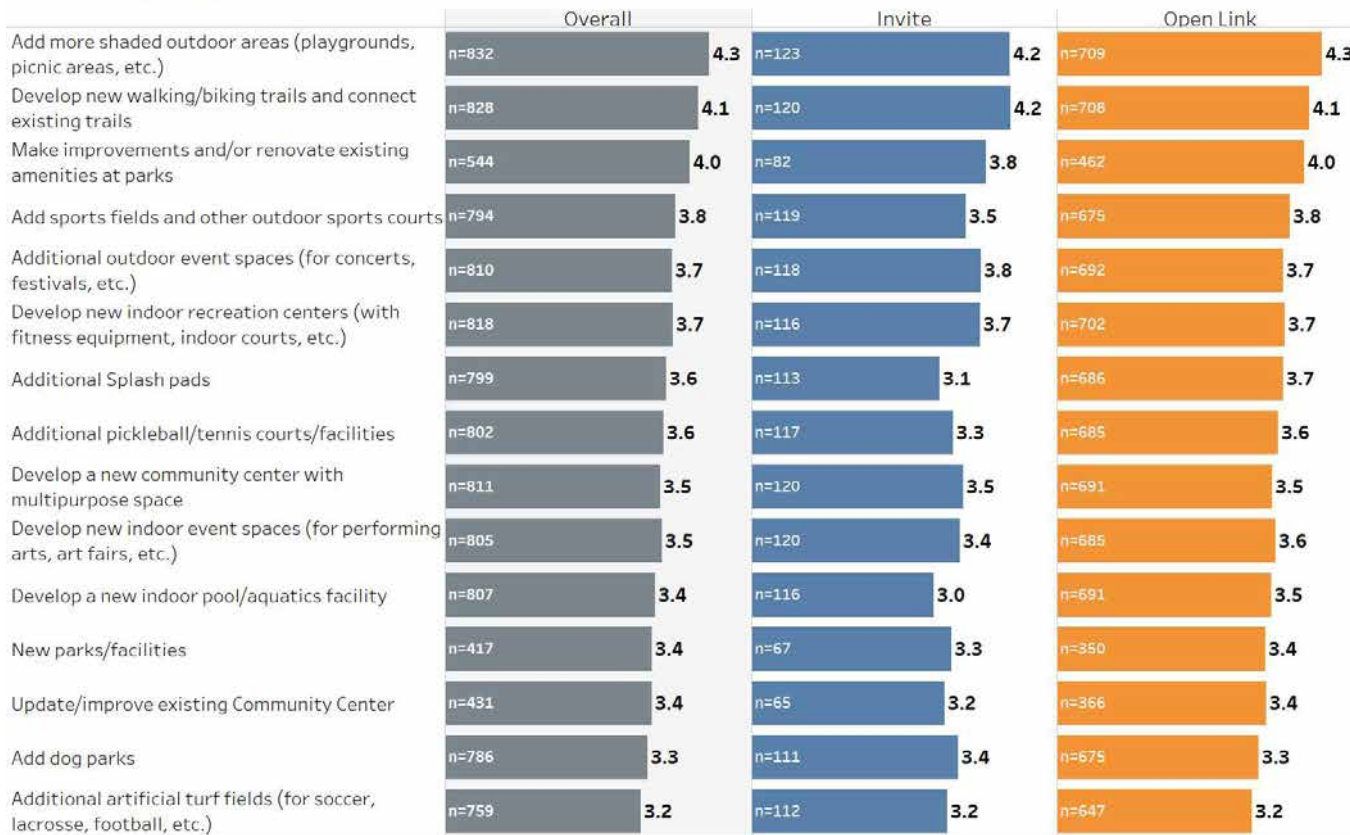




# Facilities and Amenities

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Facilities & Amenities



- The most important future facilities and amenities for both samples are adding more shaded areas and developing new walking/biking trails and connecting existing trails.
- Overall, all categories showed a higher level of importance (3.2 out of 5 on a scale of 1-5 with 5 being “very important”).

Source: RRC Associates

# Programs and Services Average

Almost all categories are showing relatively high importance for future planning (3.0 and above). The top priority for both samples is more fitness/wellness/health programs and the least important is additional adaptive/special needs programs. The Open link sample feels stronger toward teen, youth and art programs.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following future facilities, programs, and services in Weston are to you and/or your household.

## Programs & Services

	Overall	Invite	Open Link
More fitness/wellness/health programs	n=759 <b>3.7</b>	n=110 <b>3.7</b>	n=649 <b>3.8</b>
More youth sports	n=702 <b>3.6</b>	n=100 <b>3.4</b>	n=602 <b>3.6</b>
More teen programs	n=688 <b>3.6</b>	n=100 <b>3.3</b>	n=588 <b>3.7</b>
More youth programs (non-sports)	n=696 <b>3.5</b>	n=95 <b>3.3</b>	n=601 <b>3.6</b>
More arts programs	n=740 <b>3.5</b>	n=107 <b>3.3</b>	n=633 <b>3.6</b>
More performing arts programs	n=740 <b>3.5</b>	n=109 <b>3.3</b>	n=631 <b>3.5</b>
More adult programs (non-sports)	n=727 <b>3.4</b>	n=106 <b>3.4</b>	n=621 <b>3.4</b>
More adult sports	n=735 <b>3.4</b>	n=108 <b>3.4</b>	n=627 <b>3.4</b>
Additional after-school and summer programs	n=730 <b>3.4</b>	n=105 <b>3.1</b>	n=625 <b>3.5</b>
More aquatic programs	n=726 <b>3.4</b>	n=102 <b>3.1</b>	n=624 <b>3.5</b>
More youth camps	n=693 <b>3.4</b>	n=101 <b>3.0</b>	n=592 <b>3.4</b>
More senior programs	n=679 <b>3.3</b>	n=101 <b>3.5</b>	n=578 <b>3.3</b>
Intergenerational programs (for all ages)	n=665 <b>3.3</b>	n=99 <b>3.2</b>	n=566 <b>3.3</b>
Additional adaptive/special needs programs	n=619 <b>3.0</b>	n=91 <b>2.9</b>	n=528 <b>3.0</b>

Source: RRC Associates

# Events Average

All event types show strong importance. The most important event for both samples is the Farmers Market.

Q 17: What would you or members of your home like to see improved in the city of Weston over the next 5 to 10 years? Please mark the box for how important each of the following events in Weston are to you and/or your household.

## Events

	Overall	Invite	Open Link
Farmer's Market	n=850 <b>4.4</b>	n=121 <b>4.5</b>	n=729 <b>4.3</b>
Holiday celebrations	n=816 <b>4.1</b>	n=117 <b>4.1</b>	n=699 <b>4.1</b>
Festivals	n=823 <b>4.0</b>	n=115 <b>4.1</b>	n=708 <b>4.0</b>
Music concerts	n=831 <b>3.9</b>	n=116 <b>3.9</b>	n=715 <b>3.9</b>
Educational/cultural	n=813 <b>3.9</b>	n=117 <b>4.0</b>	n=696 <b>3.9</b>
Arts in the Park	n=815 <b>3.9</b>	n=115 <b>3.9</b>	n=700 <b>3.9</b>
Outdoor movie screening	n=805 <b>3.7</b>	n=110 <b>3.8</b>	n=695 <b>3.7</b>

Source: RRC Associates

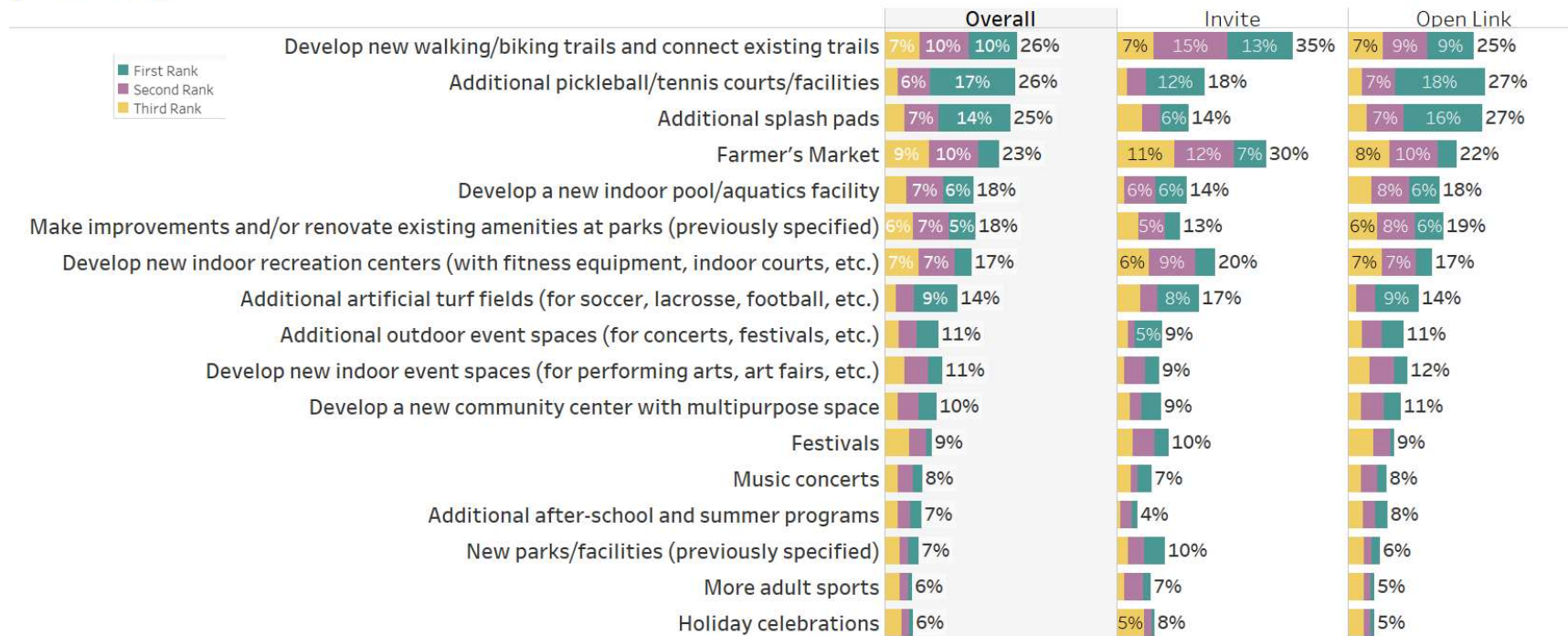
# Top 3 Priorities

## Slide 1 of 2

Out of all the categories for facilities and amenities, programs and services and events the top three priorities for each sample are:

- Invite: Develop new walking/biking trails and connect existing trails, Farmers Market and develop new indoor recreation centers
- Open link: Additional pickleball/tennis courts/facilities, additional splash pads, and develop new walking/biking trails and connect existing trails

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

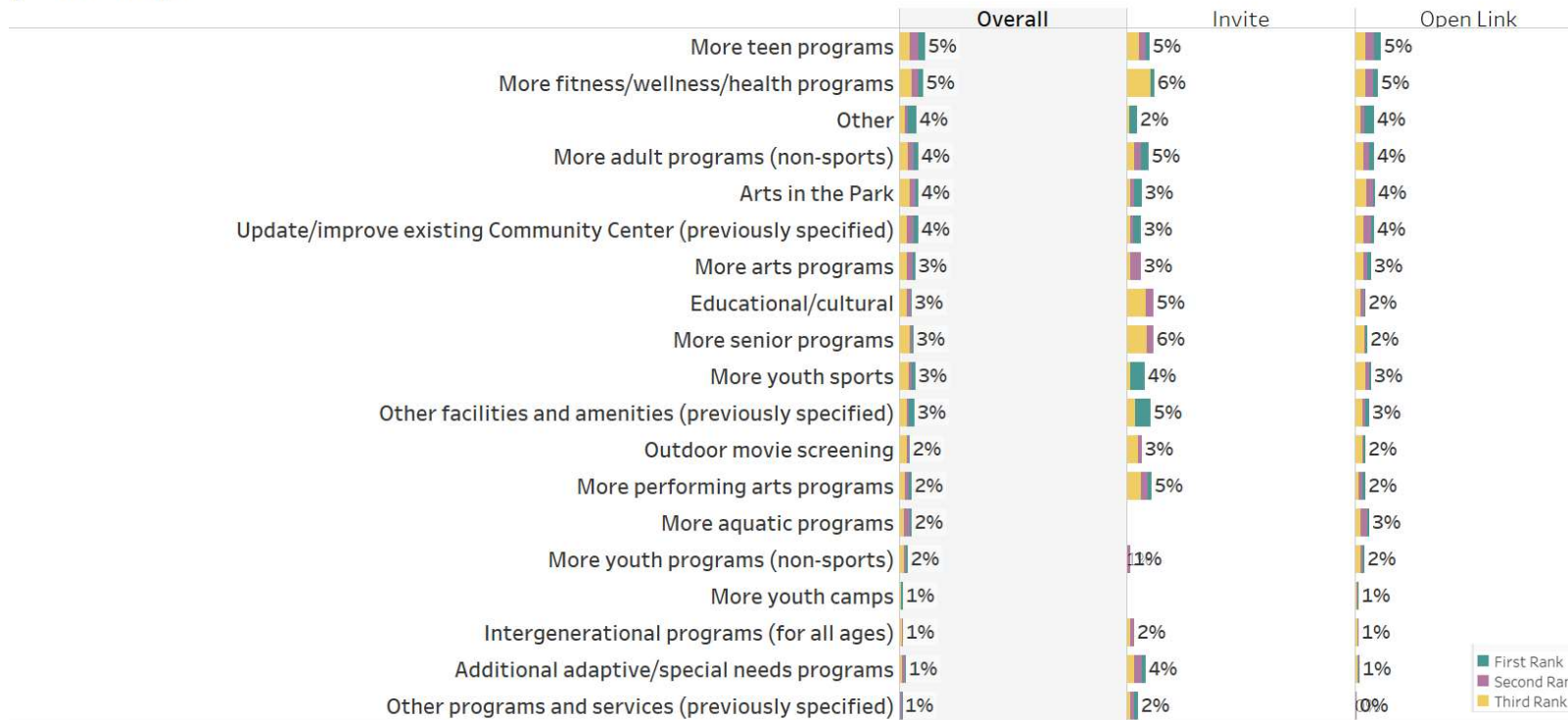


# Top 3 Priorities

## Slide 2 of 2

The second half of results received little support. The Open link sample feels that additional after-school and summer programs are more of a priority. Very few respondents feel that more youth programs and youth camps are a priority.

Q 18: From the list in the previous question, please select the top three highest priority items for you and your family.



Source: RRC Associates

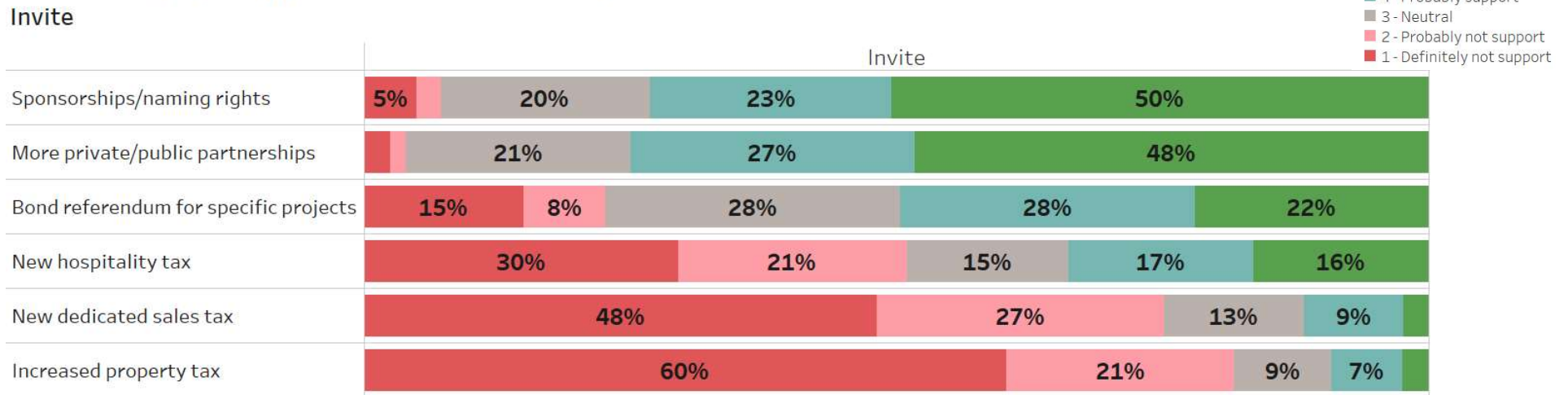
# Financial Choices



# Types of Funding Support By Invite Sample

The most supported funding options by the Invite sample are sponsorships/naming rights and more private/public partnerships with about half of respondents saying that they would definitely support each. Least popular are taxing options.

Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.



Source: RRC Associates

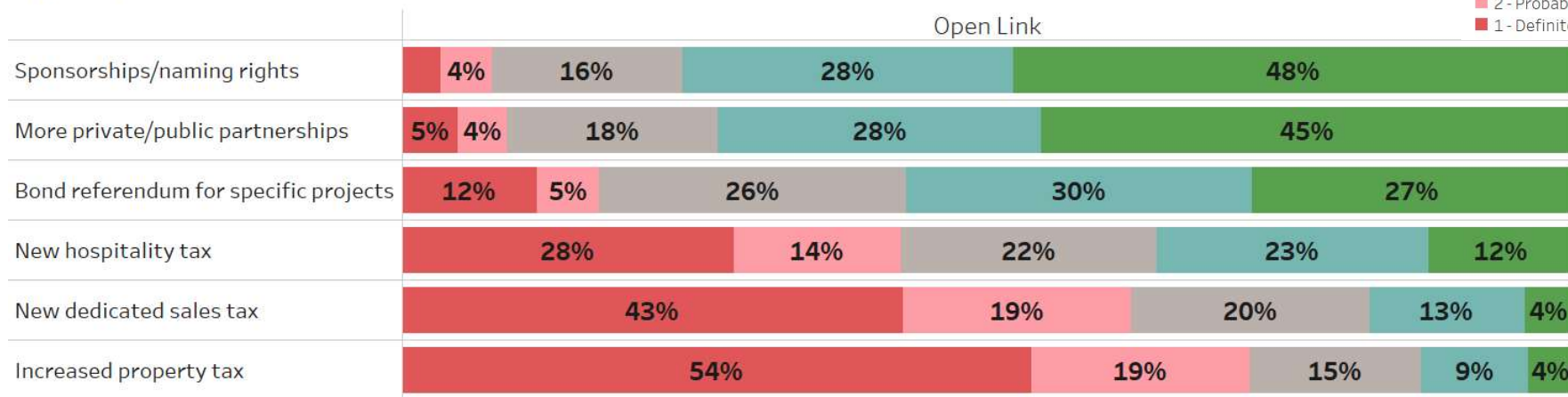
# Types of Funding Support By Open Link Sample

The Open link sample is slightly less supportive of sponsorships/naming rights and more private/public partnerships and slightly more open to taxing options.

**Q 19: The recommendations from this survey could possibly require financial support. Current funding sources for Weston Parks and Recreation are property taxes, state aid, grants, partnerships and fees. Please indicate how strongly you support each of the following potential funding sources.**

Open Link

- 5 - Definitely support
- 4 - Probably support
- 3 - Neutral
- 2 - Probably not support
- 1 - Definitely not support



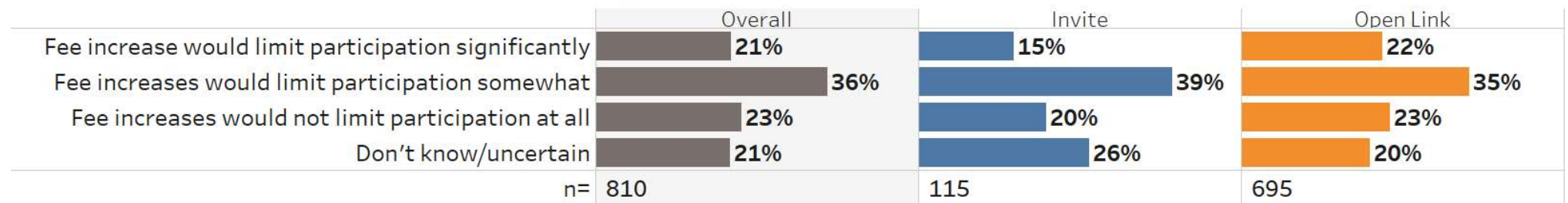
Source: RRC Associates



# Fees and Levels of Participation

Most respondents feel that fee increases would limit participation somewhat (36% overall), and the others are split between fees limiting participation significantly or not at all.

If adjustments to fees were made for the Weston Parks and Recreation programs and facilities (due to increasing costs to maintain quality programs, services, or facilities), which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

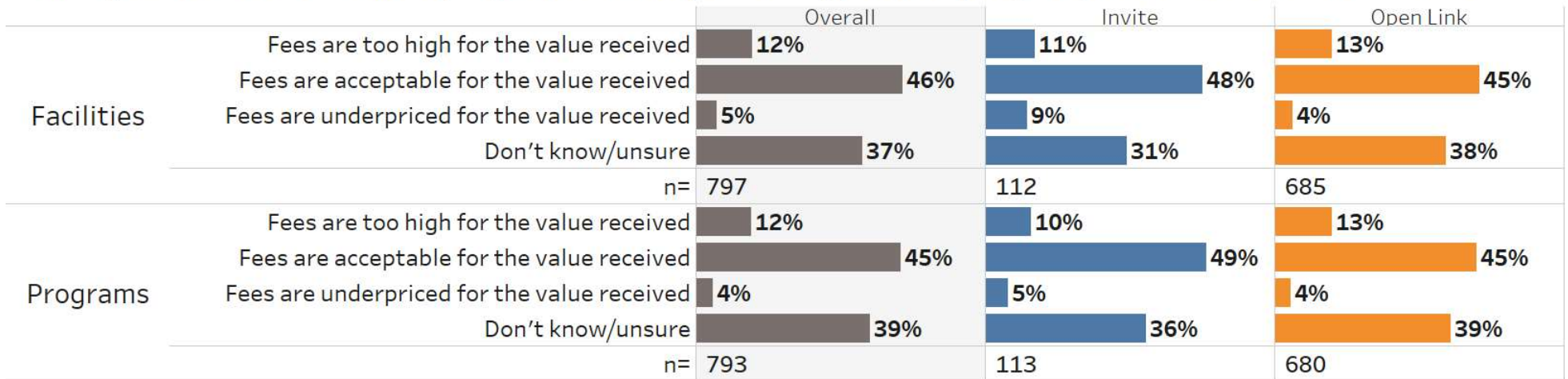


Source: RRC Associates

# Current Program and Facility Fees

Currently, the fees for facilities and programs are seen as acceptable. Only 12% of respondents overall feel that the fees for either are too high.

How do you feel about the current program and facility fees charged directly to you by Weston Parks and Recreation?

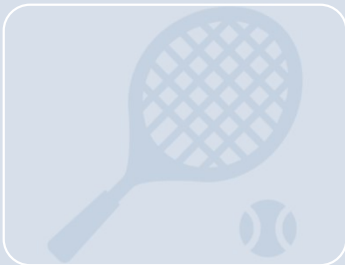


Source: RRC Associates

# Additional Comments/Suggestions

Respondents were offered an opportunity at the end of the survey to provide any additional comments and suggestions for the City of Weston. A total of 257 additional comments were received. Common themes are outlined below, and a list of full responses is included in the Appendix.

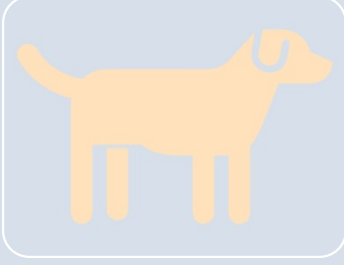
## Tennis Courts



“I fully support fixing the tennis courts at tequesta trace. It’s crazy that we don’t have public tennis courts in our city

“I would like to see more tennis courts.”

## Dog Park



“Overall , what is here is pretty fantastic. A dog park would be very welcomed.”

“Please add a dog park and Festivals and OutDoor Art shows can be a way to increase revenue, movie night in the towncenter with tables outdoors increases use of towncenter.”

## Shade



“Shade at Bonaventure park.”

“Soccer grass is well maintained here, better than in Davie and other parks. Keep doing that! Clean, modern restrooms everywhere. Shade areas especially over playgrounds, it’s hot here.”

## Soccer



“The soccer field needs to improve. comparatively with Parkland they are far below in maintenance. Also Weston FC takes over all available fields on weekdays between 6 and 8.”

“There is a need to have open soccer fields. During the summer all soccer fields were rented out/reserved so the community could not use them and they should be for the community.”

## Great Parks



“We love living in Weston because of the great parks & look forward to making them even better.”

“Well maintained. Great parks overall.”

“You guys do a great job!”

# Demographics

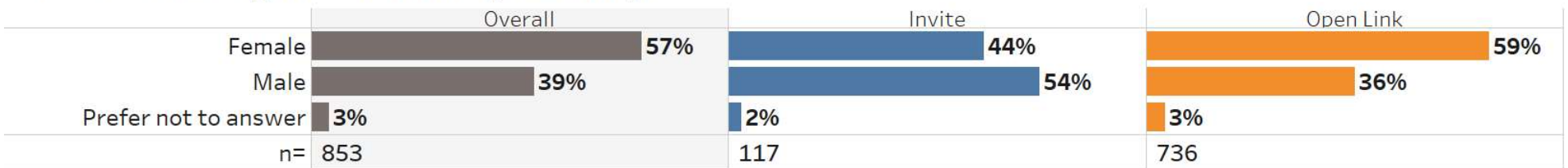




# Gender & Age

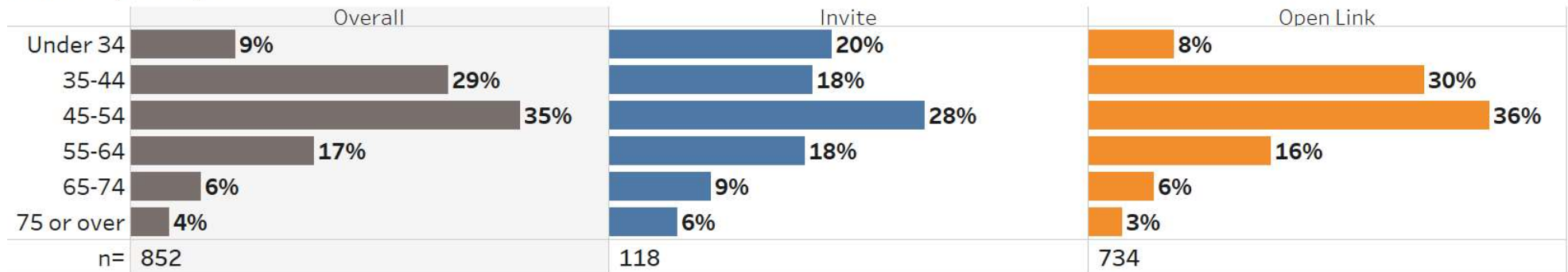
More Invite respondents are male and more Open link respondents are female. The Invite sample was weighted by age to better reflect the demographics of the community.

Please indicate the gender with which you identify:



Source: RRC Associates

What is your age?



Source: RRC Associates

# Household Makeup

Majority of respondents are couples with children at home followed by couples with children no longer at home.

Which of these categories best applies to your household?

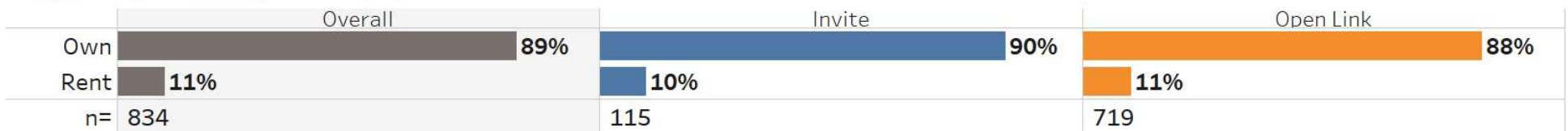
	Overall	Invite	Open Link
Couple with children at home	62%	57%	63%
Couple, children no longer at home (empty nester)	13%	14%	13%
Multi-generational home (grandparents, parents, children)	7%	9%	7%
Couple, no children	6%	6%	6%
Single, no children	5%	8%	4%
Single with children at home	5%	3%	5%
Single, children no longer at home (empty nester)	3%	4%	3%
n=	846	118	728

Source: RRC Associates

# Voter Registration Status & Dog Ownership

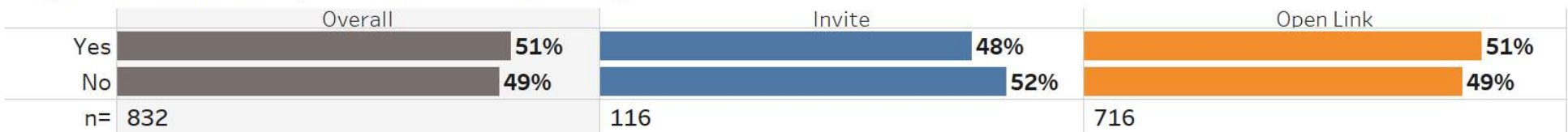
About half of respondents own a dog and most are registered voters in the City of Weston.

## Do you rent or own your residence



Source: RRC Associates

## Do you or a member of your household own a dog?

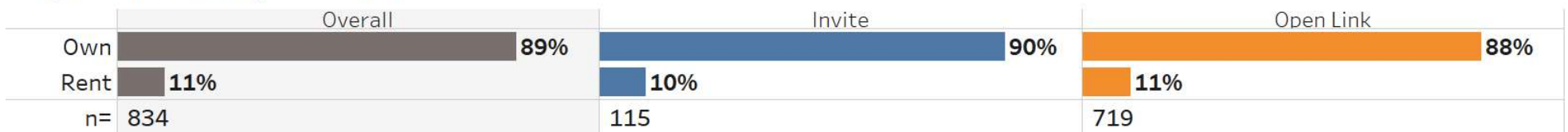


Source: RRC Associates

# Residence Ownership & ADA Needs

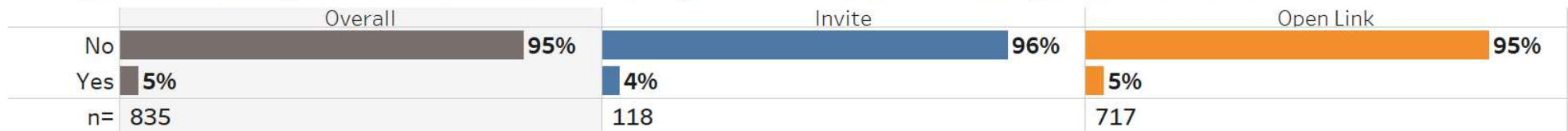
Most respondents own their home, and 5% overall have a need for ADA-accessible facilities and services.

Do you rent or own your residence



Source: RRC Associates

Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?



Source: RRC Associates



# Ethnicity & Race

Overall, more than half of respondents are of Spanish, Hispanic or Latino origin and most consider themselves to be white. The Invite sample was weighted by ethnicity to better reflect the community.

Are you of Spanish, Hispanic, or Latino origin?

	Overall	Invite	Open Link
Yes	55%	54%	55%
No	45%	46%	45%
n=	835	115	720

Source: RRC Associates

What race do you consider yourself to be?

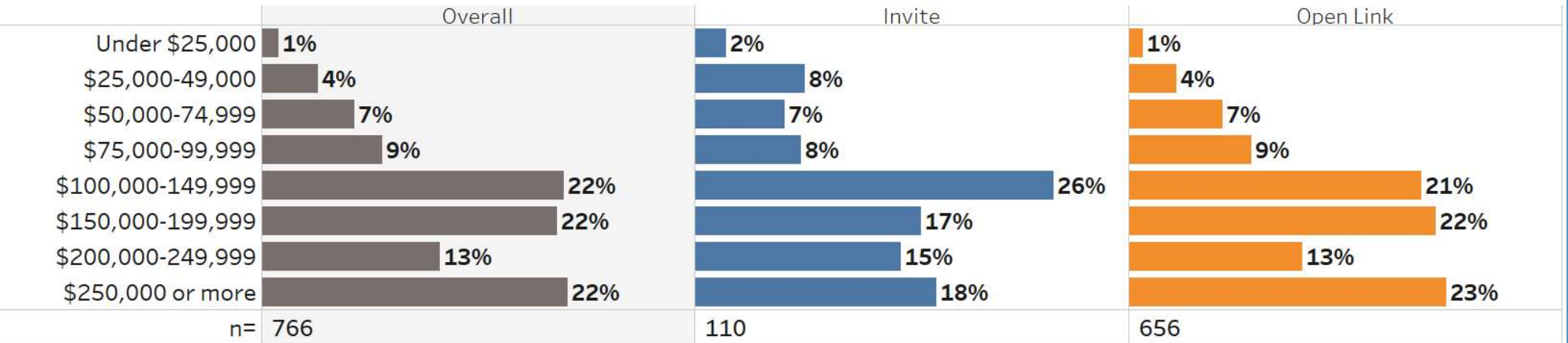
	Overall	Invite	Open Link
White	88%	78%	89%
Some other race	8%	9%	8%
Asian	4%	12%	3%
Black or African American	3%	7%	3%
American Indian and Alaska Native	1%	1%	0%
Native Hawaiian and Other Pacific Islander	0%		0%
n=	829	115	714

Source: RRC Associates

# Income

Respondents are of higher income with 79% earning more than \$100,000 a year overall.

Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates



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